

# AGENDA

## UTAH COUNTIES INDEMNITY POOL BOARD OF TRUSTEES MEETING

Thursday, February 25, 2016, 1:00 p.m.

UAC/UCIP Building, 5397 S Vine, Murray, Utah

1:00	Open Meeting, Pledge of Allegiance	Bruce Adams
ITEM	ACTION	
1	Review/Excuse Board Members Absent	Bruce Adams
2	Review/Approve December 17, 2015 Meeting Minutes	Bruce Adams
3	Audit Committee Report	MacRay Curtis, Mike Wilkins
4	Ratification/Approval of Audit Engagement Letter	Mike Wilkins
5	Ratification/Approval of Payments and Credit Card Transactions	Mike Wilkins
6	Ratification/Approval of Actuarial Engagement Letter	Johnnie Miller
7	Review/Approve Employee Manual Amendments	William Cox
8	Review/Approve Trustee/Officer's Conflict of Interest Statements	Bret Millburn
9	Review/Approve County Related Entities Membership	Mike Wilkins
10	Review/Approve Amendments to the Bylaws	Johnnie Miller
11	Review/Approve Amendments to the Bylaws Coverage Addendum	Johnnie Miller
12	Set Date and Time for Closed Meeting to Discuss Character, Professional Competence, Physical/Mental Health of an Individual	Bruce Adams
13	Action on Personnel Matters	William Cox
14	Set Date and Time for Closed Meeting to Discuss Pending or Reasonably Imminent Litigation	Bruce Adams
15	Action on Litigation Matters	Dale Eyre
16	Education Committee Action Plan	William Cox
INFORMATION		
17	Monthly Educational Training	Parker Boice, Johnnie Miller
18	Chief Executive Officer's Report	Johnnie Miller
19	Other Business	Bruce Adams

Electronic Meeting Notice: 888-447-7153, Participant Passcode: 2261240 Anchor Location: 5397 S Vine, Murray, UT



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## Utah Counties Indemnity Pool: Board of Trustees

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**Entity:** Utah Counties Indemnity Pool

**Body:** [Board of Trustees](#)

**Subject:** Administrative Services

**Notice Title:** Board of Trustees Meeting

**Notice Type:** Meeting

**Event Start Date & Time:** February 25, 2016 1:00 PM

**Event End Date & Time:** February 25, 2016 4:00 PM

### Description/Agenda:

- 1:00 Open Meeting, Pledge of Allegiance Bruce Adams
- 1 Review/Excuse Board Members Absent Bruce Adams
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- 10 Review/Approve Amendments to the Bylaws Johnnie Miller
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- 17 Monthly Educational Training Parker Boice, Johnnie Miller
- 18 Chief Executive Officer's Report Johnnie Miller
- 19 Other Business Bruce Adams

### Notice of Special Accommodations:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Sonya White at the Utah Counties Indemnity Pool, 5397 S Vine, Murray, UT 84107, or call 800-339-4070, at least three days prior to the meeting.

### Meeting Location:

5397 S Vine  
Murray , 84107

[Map this!](#)

### Contact Information:

Sonya White  
801-565-8500  
[sonya@ucip.utah.gov](mailto:sonya@ucip.utah.gov)

### Download Attachments:

[Agenda.pdf](#) Other  
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## Notice of Electronic or telephone participation:

Any Member of the Utah Counties Indemnity Pool Board of Trustees may participate telephonically.

## Other information:

**This notice was posted on:** February 24, 2016 11:16 AM

**This notice was last edited on:** February 24, 2016 11:16 AM

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**BOARD OF TRUSTEES' MEETING  
MINUTES**

February 25, 2016, 1:00 p.m.

UAC/UCIP Offices  
5397 S Vine, Murray, Utah

**BOARD MEMBERS PRESENT**

Bruce Adams, *President*, San Juan County Commissioner  
Bret Millburn, *Vice President*, Davis County Commissioner  
Alma Adams, Iron County Commissioner  
William Cox, Rich County Commissioner  
Brad Dee, Weber County Human Resources Director  
Dale Eyre, Sevier County Attorney  
Victor Iverson, Washington County Commissioner  
James Kaiserman, Wasatch County Surveyor  
Mark Whitney, Beaver County Commissioner  
Mike Wilkins, Uintah County Clerk/Auditor

**BOARD MEMBERS ABSENT**

Karla Johnson, *Secretary/Treasurer*, Kane County Clerk/Auditor  
Kerry Gibson, Weber County Commissioner  
Robert Dekker, Millard County Sheriff

**OTHERS PRESENT**

Johnnie Miller, UCIP Chief Executive Officer  
Sonya White, UCIP Chief Financial Officer

**Call to Order**

Bruce Adams called this meeting, of the Utah Counties Indemnity Pool's Board of Trustees, to order at 1:00 p.m. on February 25, 2016, and welcomed those in attendance.

**Review/Excuse Board Members Absent**

James Kaiserman made a motion to excuse Kerry Gibson, Karla Johnson and Robert Dekker from this meeting. Victor Iverson seconded the motion, which passed unanimously.

**Review/Approve December 17, 2015 Meeting Minutes**

The minutes of the Board of Trustees meeting held December 17, 2015 were previously sent to the Board Members for review (see attachment number one). Mark Whitney made a motion to approve the December 17, 2015 Board of Trustees meeting minutes as written. Mike Wilkins seconded the motion, which passed unanimously.

**Audit Committee Report**

Mike Wilkins reported that the Audit Committee met this morning to review and discuss the audit engagement letter with MacRay Curtis, Independent Auditor of WSRP (see attachment number two). The Committee also reviewed and discussed a memorandum from Sonya White, Chief Financial Officer of UCIP, requesting clarification by the Committee and the Board as to the intent of holding the land owned by UCIP as an investment or as a capital asset (see attachment number three). The new GASB 72 pronouncement defines land, which a government entity holds for income or profit, is land held for investment. GASB 72 seems clear that land held, which does not produce income and is not being held with the intent of selling at a profit, is properly classified as a capital asset. MacRay Curtis advised the Committee that the land not be reclassified. Mike Wilkins made a motion to implement GASB 72 for calendar year 2016 in order to have a market analysis conducted on the land owned by UCIP. Victor Iverson seconded the motion, which passed unanimously.

#### **Ratification and Approval of Audit Engagement Letter**

Mike Wilkins reviewed the WSRP audit engagement letter with the Board. Johnnie Miller reported that he had signed the WSRP audit engagement letter on January 26, 2016 so preliminary audit work could begin. William Cox made a motion to approve the WSRP audit engagement letter as presented and ratify the signing/acceptance by Johnnie Miller. Mike Wilkins seconded the motion, which passed unanimously.

#### **Ratification and Approval of Payments and Credit Card Transactions**

Mike Wilkins reported that he has reviewed the payments made, the payments to be made and the credit card transactions of the Pool as of December 18, 2015 through February 25, 2016 (see attachment number four). Mike Wilkins made a motion to approve the payments made, the payments to be made and the credit card transactions as presented. William Cox seconded the motion, which passed unanimously.

#### **Ratification/Approval of Actuarial Engagement Letter**

Johnnie Miller reviewed the By the Numbers Actuarial Consulting actuarial engagement letter with the Board (see attachment number five). Johnnie Miller had signed the actuarial engagement letter on January 7, 2016 so that the 2015 actuarial analysis work could begin. Alma Adams made a motion to approve the By the Numbers Actuarial Consulting actuarial engagement letter as presented and ratify the signing/acceptance by Johnnie Miller. Mike Wilkins seconded the motion, which passed unanimously.

#### **Review/Approve Employee Manual Amendments**

Johnnie Miller reported that the Personnel Committee of the Board met to review and discuss updates/amendments to the UCIP Employee Manual on January 19, 2016. A copy of the draft manual amendments was previously sent to the Board for review (see attachment number six). Brad Dee, Chair of the Personnel Committee, recommended that the Board approve the amendments to the Employee Manual. William Cox made a motion to approve the UCIP Employee Manual amendments as presented. Bret Millburn seconded the motion, which passed unanimously. Mike Wilkins requested that management research the advantages, if any, of a High Deductible Plan and Health Savings Plan through the Public Employees Health Program (PEHP) for UCIP employee's 2016 benefits.

#### **Review/Approve Trustee/Officer's Conflict of Interest Statements**

Bret Millburn reported that each Trustee and Officer of the Pool, with the exception of Robert Dekker, has reviewed and signed the Conflict of Interest statement for 2016. Karla Johnson identified a possible conflict with her consulting services for the Canyon Land County Improvement District and the Kane County Recreation & Transportation Special Service District but that she does not make any financial decisions on the budget for these UCIP member entities (see attachment number seven). Brad Dee explained that it does not appear that Karla has any personal gain/enrichment as a consultant. Bret Millburn made a motion to accept the statements as presented. William Cox seconded the motion, which passed unanimously.

#### **Review/Approve County Related Entities Membership**

Mike Wilkins reviewed the membership application summaries of the Wasatch County Parks & Recreation Special Service District #21, the Wasatch County Solid Waste Special Service District and the Wasatch County Special Service Area #1. These entities have been included under Wasatch County's membership as a Controlled Entity. These entities are separate legal entities and the County has requested separate membership of these entities. On behalf of the Membership Approval Committee, Mike recommended that the Board approve these County Related Entities for membership in the Pool. James Kaiserman made a motion to accept the membership of the Wasatch County Parks & Recreation Special Service District #21, the Wasatch County Solid Waste Special Service District and the Wasatch County Special Service Area #1. William Cox seconded the motion, which passed unanimously. Johnnie Miller will be working with the Wasatch County Manager, Mike Davis, in regards to the two other Controlled Entities listing under Wasatch County's membership.

#### **Review/Approve Amendments to the Bylaws**

Proposed amendments to the Bylaws were previously sent to the Board Members for review (see attachment number eight). Johnnie Miller explained each amendment for discussion with the Board. Mike Wilkins made a motion to approve the amendments to the Bylaws as presented except the amendment to Article 4.7(a) should read: *Members making payments, or portions thereof, postmarked after January 31 shall be charged interest calculated daily at two percent above the rate that the Pool would have earned if the contributions had been deposited with the Public Treasurers Investment Fund (PTIF).* Alma Adams seconded the motion, which passed unanimously.

### **Review/Approve Amendments to the Bylaws Coverage Addendum**

Johnnie Miller reported that County Reinsurance Limited (CRL) has expanded their Cyber Liability and Expense coverage and limits. The expense limit has increased from \$250,000 to \$500,000. Defense costs for regulatory investigations limit is currently \$100,000 and any penalties has a limit of \$50,000. CRL now combines these coverages and increased the total limit to \$250,000. Johnnie reviewed the proposed amendments to the Bylaws Coverage Addendum Cyber Liability and Expense Coverage Endorsement with the Board (see attachment number nine). Johnnie reported that the attorneys at CRL have reviewed UCIP's Bylaws Coverage Addendum and have provided recommended changes. Johnnie is in the process of updating the Bylaws Coverage Addendum to include these changes. William Cox made a motion to accept the report and approve the amendments to the Cyber Liability and Expense Coverage Endorsement when the additional recommendations by CRL can be implemented into the Bylaws Coverage Addendum. Bret Millburn seconded the motion, which passed unanimously.

### **Set Date and Time for Closed Meeting**

Bret Millburn made a motion to strike agenda item: *Set Date and Time for Closed Meeting to Discuss Character, Professional Competence, Physical/Mental Health of an Individual*. Mike Wilkins seconded the motion, which passed unanimously.

### **Action on Personnel Matters**

Bret Millburn made a motion to strike agenda item: *Action on Personnel Matters*. Mike Wilkins seconded the motion, which passed unanimously.

### **Set Date and Time for Closed Meeting**

Alma Adams made a motion to strike agenda item: *Set Date and Time for a Closed Meeting to Discuss Pending or Reasonably Imminent Litigation*. Bret Millburn seconded the motion, which passed unanimously.

### **Action on Litigation Matters**

Alma Adams made a motion to strike agenda item: *Action on Litigation Matters*. Bret Millburn seconded the motion, which passed unanimously.

### **Education Committee Action Plan**

William Cox reported that the Education Committee was unable to meet prior to this meeting to report to the Board. An Action Plan memorandum was previously sent to the Committee Members for review (see attachment number 10). William Cox explained that the majority of the Committee Members will be at the Association of Governmental Risk Pools (AGRIP) Governance Conference in March. The Committee will take that opportunity to meet. The Committee will discuss priorities to effectively carry out its purpose.

### **Monthly Educational Training**

Johnnie Miller explained that Parker Boice put together an Education Update for the Board (see attachment number 11). The Board reviewed the training efforts in coordination with the Utah Association of Counties, an update on UCIP online training program and other education opportunities provided by UCIP and its partners, the Utah Safety Council and Workers Compensation Fund. Parker Boice compiled a notice on the options available for defensive driving training that was emailed to all member officials and risk coordinators (see attachment number 12).

### **Chief Executive Officer's Report**

Johnnie Miller reported that at the last County Reinsurance Limited (CRL) Underwriting Committee meeting, it was announced that property rates for 2017 will decrease 6.7% and liability rates will decrease 2%.

Johnnie Miller provided the Board with an update on legislation affecting counties, i.e., HB85, HB154, HB396, SB185, SB192, SB203 and SB214.

Johnnie Miller reported that he is working with the Utah League of Cities and Towns to coordinate Land Use training efforts. UCIP and the Utah Association of Counties will be sponsoring American Planning Association trainings.

Johnnie Miller reported that he was elected to the position of Treasurer of the Utah Public Risk Management Association (PRIMA).

**Other Business**

The next meeting of the Board of Trustees will be held Thursday, April 21, 2016, 12:30 p.m. at the UAC/UCIP Offices, 5397 S Vine, Murray, Utah. Lunch will be provided prior to the meeting at 12:00 noon.

Prepared by:

Sonya White  
Sonya White, UCIP Chief Financial Officer

Submitted on this 21 day of February 2016

Karla Johnson  
Karla Johnson, Secretary/Treasurer

Approved on this 21 day of February 2016

Bruce Adams  
Bruce Adams, President



memo

**UTAH  
COUNTIES**  
INDEMNITY POOL

To: Karla Johnson, Audit Committee Chair  
From: Sonya White  
CC: Mike Wilkins, MacRay Curtis, Johnnie Miller  
Date: 2/23/2016  
Re: Land Held for Investment

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Comments: On January 28, 2016, Nick Suvorov, Auditor WSRP, LLP, conducted my audit preparation interview. During the interview I questioned whether or not the value of \$526,778, for the *Land held for investment*, needed to be adjusted on the Statement of Net Position.

**Based on GASB 72, which is "effective for financial statements for periods beginning after June 15, 2015", management requests clarification by the Committee and Board as to the intent of holding the land for "investment" or as a "capital asset". Direction for 2015 audited financial statements and the 2016 financial statements as to the classification and valuation of the land.**

GASB 34: "The term capital assets include land, improvements to land, and easements". "Valuation of capital assets should be reported at historical cost. The cost of a capital asset should include capitalized interest and ancillary charges necessary to place the asset into its intended location and condition for use".

<b>HISTORICAL COST:</b>	
Sale Price	\$495,000
Settlement Charges	\$255
Attorney Fees	\$29,168
Improvements	\$31,488
Sale of 728 Square Feet	<u>\$-14,014</u>
<b>Total</b>	<b>\$541,897</b>

UCIP listed the land for sale in August 2008 for \$549,000 or \$21.00 per square foot.

The Utah Department of Transportation (UDOT) acquired 728 square feet in April 2009 for improvements. The valuation at the time of the acquisition was \$19.25 per square foot or \$488,950.

The property adjacent to UCIP's is currently listed at \$399,000 for the same square footage.







**WSRP, LLC**

CERTIFIED PUBLIC ACCOUNTANTS  
& BUSINESS ADVISORS

[www.WSRP.com](http://www.WSRP.com)

January 18, 2016

**Utah Counties Indemnity Pool**  
**5397 South Vine Street**  
**Murray, UT 84107**

We are pleased to confirm our understanding of the services we are to provide Utah Counties Indemnity Pool (UCIP) for the year ended December 31, 2015. We will audit the basic financial statements of UCIP as of and for the year ended December 31, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement UCIP's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to UCIP's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Contributions and Loss Development Information
- 3) Schedule of the Proportionate Share of the Net Pension Liability
- 4) Schedule of Employer Contributions

#### **Audit Objectives**

The objective of our audit is the expression of an opinion as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of UCIP and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our audit of UCIP's financial statements. Our report will be addressed to the Board of Trustees of UCIP. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.



## Utah Counties Indemnity Pool

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We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that UCIP is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. You agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; ensuring that management and financial information is reliable and properly reported; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the financial position of UCIP and the changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements



aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, violations of contracts or grant agreements, or abuse that we may report.

You are responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.



## **Utah Counties Indemnity Pool**

**January 18, 2016**

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Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, if applicable, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

### **Audit Procedures—Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of UCIP's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

Management is responsible for distribution of the reports and the financial statements including providing copies of our reports to the Utah State Auditor's Office. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of WSRP, LLC (WSRP) and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Utah State Auditor's Office or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of WSRP personnel. Furthermore, upon request, we may provide copies of selected



Utah Counties Indemnity Pool

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audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Utah State Auditor's Office. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately January 31, 2016 and to issue our reports no later than April 15, 2016. Douglas T. Myers is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$18,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered twice monthly as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to UCIP and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

*WSRP, LLC*  
WSRP, LLC

RESPONSE:

This letter correctly sets forth the understanding of Utah Counties Indemnity Pool.

By: 

Title: CHAD EXECUTIVE OFFICER

Date: 1-26-2016





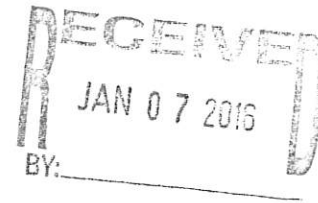


**UTAH RETIREMENT SYSTEMS**

560 East 200 South  
Salt Lake City, Utah 84102-2099

DANIEL D. ANDERSEN—EXECUTIVE DIRECTOR

Telephone 801-366-7318 800-365-8772  
Fax 801-366-7759



January 5, 2016

Sonya White  
Utah Counties Indemnity Pool  
5397 S Vine Street  
Murray, UT 84107

Employer No. 864

Dear Ms. White:

We have completed the compliance review of Utah Counties Indemnity Pool's administration of the Utah Retirement Systems' Public Employees' Noncontributory Retirement System. Enclosed is the compliance review report.

We appreciate your efforts in assuring compliance with employer responsibilities in the administration of the Utah Retirement Systems' Public Employees' Noncontributory Retirement System.

Please call me at 800-365-8772, ext. 7587, or 801-366-7587 if you have any questions about the compliance review report.

Sincerely,

Rachel Pezel  
Lead Compliance Auditor  
Records Management

Enclosure



## UTAH RETIREMENT SYSTEMS

560 East 200 South  
Salt Lake City, Utah 84102-2099

DANIEL D. ANDERSEN—EXECUTIVE DIRECTOR

Telephone 801-366-7318 800-365-8772  
Fax 801-366-7759

### COMPLIANCE REVIEW REPORT

<b>Employer</b>	Utah Counties Indemnity Pool 5397 S Vine Street Murray, UT 84107	<b>Report Date</b>	January 5, 2016
		<b>Interview Conducted</b>	January 4, 2016
<b>Employer No.</b>	864	<b>Prepared By</b>	Rachel Pezel
<b>Contact</b>	Sonya White	<b>Reviewed By</b>	James Hammer

#### Purpose

For this compliance review we examined Utah Counties Indemnity Pool's policies and procedures for administering the Utah Retirement Systems' (URS) Public Employees' Noncontributory Retirement System in accordance with Title 49, Utah State Retirement Law. Compliance requirements for the administration of the defined benefit plan includes: policies for defining eligibility for coverage; calculation, reporting, and payment of appropriate contributions; documentation processes for the enrollment, change in status, and leave periods of members; and management of plan related records for members.

#### Scope

This review covered the period of January 1, 2014, through October 31, 2015. As of October 31, 2015, the employer had five employees classified as eligible for defined benefit coverage.

#### Summary

In conducting this review, we researched records and discussed policies and procedures with employer staff. We found the employer has policies and procedures in place and staff utilizes these policies in administering the URS Defined Benefit Plan.

There were no findings of non-compliance to report. We do have three standard recommendations in the Comments and Recommendations section of this report. The first recommendation encourages employer staff to continue to use the URS online enrollment application at the URS website. The second is for staff to stay current on updates they receive from the Retirement Office. The final encourages staff to attend the annual URS Comprehensive Employer Training.

#### Employer Participation

Sonya White was generous in making time and information available to us. She worked with us to resolve concerns and provided follow-up information as requested. We appreciate her helpful participation in completing this compliance review.

## **Comments and Recommendations**

The results of our review indicate employer staff administers the URS Public Employees' Noncontributory Retirement System. We assessed the following four areas as part of the review:

### **A. Contribution Reporting**

In testing employee payroll records, we found employer staff reports appropriate types of compensation to the Retirement Office. We commend employer staff for consistently reporting accurate contribution amounts to the Retirement Office.

### **B. Status Notifications**

We encourage employer staff to use the online enrollment application on the URS website when the employer hires an employee who will have a relationship with our office. This application notifies employer staff of an employee's status with URS. Knowing an employee's status with URS is important for all types of employees, especially if the employer were to hire a retiree receiving a benefit from our office. Regulations related to employing this type of employee became effective July 1, 2010. By using the online enrollment application, employer staff will be better prepared for these changes. With the online application, employer staff can print confirmation notices for their records.

## **Recommendation**

1. We recommend employer staff use the online enrollment application on the URS website as needed. As noted in discussions with employer staff, this recommendation applies to all employers participating in the Retirement Systems. Laws have been enacted, requiring employers to submit forms through electronic communications.

### **C. Records Management**

Sonya White is responsible for maintaining documentation related to retirement. She is knowledgeable in the requirements for maintaining defined benefit plan related records. The employer has been successful in maintaining plan related records for the applicable length of time.

### **D. Employer Training**

Employer staff would benefit from reviewing information and materials from the Retirement Office and applying changes to the processes they manage as needed. Due to significant changes in employer staff's responsibilities associated with our office, employer staff would benefit by attending the next Comprehensive Employer Training, which will be held each spring.

## **Recommendation**

2. We recommend staff stay informed about employer responsibilities for administering retirement plans through reviewing updates they receive from our office.
3. We recommend the staff members who furnish documents, contribution reports, or contribution payments, attend the URS Comprehensive Employer Training each spring.

These recommendations apply to all employers participating in the Retirement Systems.

Final Remarks

The results of my review indicate that Utah Counties Indemnity Pool appears to meet compliance requirements in the administration of the URS Defined Benefit Plan. We commend employer staff for their efforts to comply with Title 49.

Retirement Office staff is available to help employer staff in their efforts of continued compliance in performing their defined benefit plan related responsibilities. Additionally, employer staff may reference sections within the *URS Employer's Guide* to locate Retirement Office policies, including:

- The Membership section includes eligibility requirements for members and enrollment procedures. If employer staff has questions, please call the Information Services Department at 800-753-7318 or 801-366-7318.
- The Contribution Reporting section includes explanations of various types of compensation as well as procedures for reporting compensation and contributions to the Retirement Office. If employer staff has questions, please call the Information Services Department at 800-753-7318 or 801-366-7318.
- The Post-Retirement Employment section includes reporting requirements and procedures for re-employed retirees. If employer staff has questions, please call the Retirement Department at 800-695-4877 or 801-366-7770.
- The General Information section includes record retention requirements. If employer staff has questions, please call the Utah State Archives at 801-531-3848.

**This audit and the resulting report are intended as a general review of your current policies and procedures regarding retirement administration. It is not a certification or guarantee that there may not be errors or omissions that would need to be corrected in the future if discovered.**

**Utah Counties Indemnity Pool**  
**Payments**  
December 18, 2015 - February 25, 2016

Type	Date	Num	Name	Memo	Amount
<b>500-000000-10010100 WFMLE</b>					
Total 500-000000-10010100 WFMLE					
<b>500-000000-10010100 ZionsHRA</b>					
Check	12/31/2015			Service Charge	-2.50
Check	01/31/2016			Service Charge	-8.50
Total 500-000000-10010100 ZionsHRA					-11.00
<b>500-000000-10010100 ZionsMLC</b>					
Check	12/22/2015			Service Charge	-25.00
Check	01/21/2016			Service Charge	-29.00
Check	01/08/2016	ACH	Dunn & Dunn	Invoice: 375568	-4,441.00
Check	01/08/2016	ACH	Dunn & Dunn	Invoice: 37569	-3,321.00
Check	01/08/2016	ACH	Hutton Law Associates, P.C.	Invoice: 00146	-7,335.00
Check	01/08/2016	ACH	Hutton Law Associates, P.C.	Invoice: 00145	-2,482.50
Check	01/08/2016	ACH	Kane County	Claim: KAN0000022015	-280.00
Check	01/08/2016	ACH	Mylar Law, PC	Invoice: 20150089	-7,722.50
Check	01/08/2016	ACH	Mylar Law, PC	Invoice: 20160001	-9,654.60
Check	01/08/2016	ACH	Stirba, P. C.	Invoice: 01017013	-5,238.64
Check	01/08/2016	ACH	Stirba, P. C.	Invoice: 01019003	-233.40
Check	01/08/2016	ACH	Strong & Hanni	Invoice: 149493	-160.00
Check	01/08/2016	ACH	Suitter Axland	Invoice: 1286536	-2,229.40
Check	01/08/2016	ACH	Suitter Axland	Invoice: 1286539	-1,930.00
Check	01/08/2016	ACH	Suitter Axland	Invoice: 1286540	-2,769.58
Check	01/08/2016	ACH	Suitter Axland	Invoice: 1286543	-3,400.56
Check	01/08/2016	ACH	Suitter Axland	Invoice: 1286545	-5,332.50
Check	01/08/2016	ACH	Suitter Axland	Invoice: 1286546	-1,093.59
Check	01/08/2016	ACH	Suitter Axland	Invoice: 1286547	-11,717.56
Check	01/08/2016	ACH	Suitter Axland	Invoice: 1286339	-121.25
Check	01/08/2016	ACH	Suitter Axland	Invoice: 1286550	-4,199.37
Check	01/08/2016	ACH	Weber County	Claim: WEB0000032015	-1,000.00
Check	01/15/2016	ACH	Beaver County	Claim: BEA0000022015	-1,407.77
Check	01/15/2016	ACH	Mylar Law, PC	Invoice: 20160003	-7,980.41
Check	01/15/2016	ACH	Mylar Law, PC	Invoice: 20160004	-3,575.01
Check	01/15/2016	ACH	Weber Human Services	Claim: WHS0000072016	-4,951.46
Check	01/22/2016	ACH	Frontier Adjusters, Inc.	Invoice: T564716	-125.00
Check	01/22/2016	ACH	Kane County	Claim: KAN0000832015	-1,463.46
Check	01/22/2016	ACH	Mylar Law, PC	Invoice: 20160006	-7,713.71
Check	01/22/2016	ACH	Stirba, P. C.	Invoice: 01015004	-17,324.83
Check	01/22/2016	ACH	Stirba, P. C.	Invoice: 01017014	-13,876.09
Check	01/28/2016	ACH	VeriClaim, Inc.	Invoice: B025103171	-4,318.85
Check	01/28/2016	ACH	VeriClaim, Inc.	Invoice: B025103176	-2,030.86
Check	01/28/2016	ACH	VeriClaim, Inc.	Invoice: B025103594	-553.50
Check	01/29/2016	ACH	Davis County	Claim: DAV0000132015	-2,747.75
Check	01/29/2016	ACH	Duchesne County	Claim: DUC0000012016	-698.06
Check	01/29/2016	ACH	Mylar Law, PC	Invoice: 20160007	-4,839.70
Check	01/29/2016	ACH	Sevier County	Claim: SEV0000032016	-7,119.07
Check	01/29/2016	ACH	Strong & Hanni	Invoice: 150713	-1,869.40
Check	01/29/2016	ACH	Strong & Hanni	Invoice: 150714	-6,835.71
Check	01/29/2016	ACH	Strong & Hanni	Invoice: 150716	-10,026.68
Check	01/29/2016	ACH	Weber Human Services	Claim: WHS0000082016	-4,070.98
Check	02/04/2016	ACH	Hutton Law Associates, P.C.	Invoice: 00150	-714.01
Check	02/04/2016	ACH	Mylar Law, PC	Invoice: 20160009	-12,442.79
Check	02/04/2016	ACH	Suitter Axland	Invoice: 1286692	-2,433.25
Check	02/04/2016	ACH	Suitter Axland	Invoice: 1286692	-2,433.24
Check	02/04/2016	ACH	Suitter Axland	Invoice: 1286695	-4,534.35
Check	02/04/2016	ACH	Suitter Axland	Invoice: 1286699	-561.45
Check	02/04/2016	ACH	Suitter Axland	Invoice: 1286704	-9,946.89
Check	02/04/2016	ACH	Suitter Axland	Invoice: 1286705	-987.40
Check	02/04/2016	ACH	Suitter Axland	Invoice: 1286706	-1,979.26
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Check	02/11/2016	ACH	Douglas E Rollins MD PhD	Claim: MOR0000422013	-2,400.00
Check	02/11/2016	ACH	Frontier Adjusters, Inc.	Invoice: T569096	-895.50
Check	02/11/2016	ACH	Millard County	Claim: MIL0000052016	-2,858.55
Check	02/11/2016	ACH	Mylar Law, PC	Invoice: 20160011	-327.00
Check	02/11/2016	ACH	Mylar Law, PC	Invoice: 20160010	-6,295.50
Check	02/19/2016	ACH	Kenneth R. Wallentine	Claim: MOR0000422013	-4,325.00
Check	02/19/2016	ACH	Mylar Law, PC	Invoice: 20160014	-11,074.00
Check	02/19/2016	ACH	Stirba, P. C.	Invoice: 01017015	-31,118.69
Check	02/19/2016	ACH	Stirba, P. C.	Invoice: 01015005	-8,526.10
Check	02/19/2016	ACH	Stirba, P. C.	Invoice: 01019004	-2,814.95
Check	02/19/2016	ACH	Weber Human Services	Claim: WHS0000072016	-443.07
Check	02/25/2016	ACH	Davis County	Claim: DAV0000142016	-262.50
Check	02/25/2016	ACH	Garfield County	Claim: GAR0000022016	-2,069.82
Check	02/25/2016	ACH	Mylar Law, PC	Invoice: 20160018	-8,923.50
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Check	02/25/2016	ACH	Sevier County	Claim: SEV0000032016	-2,599.39
Check	02/25/2016	ACH	Sevier County	Claim: SEV0000052016	-2,138.00
Check	12/21/2015	BILLPAY	Kings Medical Imaging, Layton	Invoice: 11940B	-1,984.83
Check	12/21/2015	BILLPAY	Enterprise Rent-A-Car, Inc.	Invoice: 31GYBX	-140.64
Check	12/21/2015	BILLPAY	Washington County	Claim: WAS0002342014	-102,728.48
Check	01/12/2016	BILLPAY	San Juan County	Claim: SAJ0000062015	-694.67
Check	01/12/2016	BILLPAY	San Juan County	Claim: SAJ0001342015	-2,986.28

**Utah Counties Indemnity Pool**  
**Payments**  
December 18, 2015 - February 25, 2016

Type	Date	Num	Name	Memo	Amount
Check	01/12/2016	BILLPAY	Sanpete County	Claim: SAN0000042015	-79.44
Check	01/12/2016	BILLPAY	Uintah County	Claim: UIN0000032015	-15,456.20
Check	01/11/2016	BILLPAY	Adam Schwebach, Inc.	Invoice: 1	-1,025.00
Check	01/20/2016	BILLPAY	Emery County	Claim: EME0000042016	-2,096.48
Check	01/20/2016	BILLPAY	John Ulibarri	Claim: WEB0000092015	-2,401.34
Check	01/26/2016	BILLPAY	Christensen & Jensen	Invoice: 83861	-2,660.00
Check	01/26/2016	BILLPAY	Christensen & Jensen	Invoice: 83862	-2,182.32
Check	01/26/2016	BILLPAY	Christensen & Jensen	Invoice: 83863	-3,953.93
Check	01/26/2016	BILLPAY	Fillmore Spencer, LLC	Claim: WAS0002532015	-20,000.00
Check	01/26/2016	BILLPAY	San Juan County	Claim: SAJ0000062015	-380.00
Check	01/26/2016	BILLPAY	Washington County	Claim: WAS0000062016	-2,600.45
Check	02/02/2016	BILLPAY	Farm Bureau Financial Services	Invoice: A172793P00	-1,503.98
Check	02/02/2016	BILLPAY	Iron County	Claim: IRO0000032016	-694.92
Check	02/02/2016	BILLPAY	Sanpete County	Claim: SAN0000072016	-2,975.10
Check	02/08/2016	BILLPAY	Utah Department of Transportation	Invoice: 640000000000270	-76.50
Check	02/16/2016	BILLPAY	Farm Bureau	Claim: SAN0000892016	-769.89
Check	02/16/2016	BILLPAY	Richfield City	Claim: SEV0000042016	-3,200.00
Check	02/16/2016	BILLPAY	Rocky Mountain Power	Account: 66117276.003	-2,931.86
Check	02/16/2016	BILLPAY	San Juan County	Claim: SAJ0000042016	-8,334.53
Check	02/16/2016	BILLPAY	Wayne County	Claim: WAY0000042016	-1,058.40
Check	02/23/2016	BILLPAY	Christensen & Jensen	Invoice: 84103	-6,626.63
Check	02/23/2016	BILLPAY	Christensen & Jensen	Invoice: 84102	-11,517.78
Check	02/23/2016	BILLPAY	Christensen & Jensen	Invoice: 84104	-3,460.61
Check	02/23/2016	BILLPAY	Ky Oberg	Claim: SAN0000862015	-1,000.00
Check	02/23/2016	BILLPAY	Newby Collision Center	Claim: WAS0000062016	-1,323.11
Check	02/23/2016	BILLPAY	Sanpete County	Claim: SAN0000072016	-88.20
Total 500-000000-10010100 ZionsMLC					-515,490.80
<b>500-000000-10010100 ZionsMLE</b>					
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Liability Check	01/14/2016		QuickBooks Payroll Service	Created by Payroll Service on 01/11/2016	-11,764.25
Check	12/31/2015			Service Charge	-108.26
Liability Check	01/29/2016		QuickBooks Payroll Service	Created by Payroll Service on 01/25/2016	-11,431.31
Check	01/31/2016			Service Charge	-145.90
Liability Check	02/11/2016		QuickBooks Payroll Service	Created by Payroll Service on 02/10/2016	-11,761.34
Bill Pmt -Check	01/04/2016	ACH	End Point Corporation	Invoice: UC1504	-60.00
Bill Pmt -Check	01/05/2016	ACH	Workers Compensation Fund	Invoice: 2440767	-1,738,090.79
Check	12/21/2015	ACH	Alma Adams	Expense Reimbursement	-136.85
Check	12/21/2015	ACH	James Kaiserman	Mileage Reimbursement	-63.25
Check	12/21/2015	ACH	Karla Johnson	Mileage Reimbursement	-343.85
Check	12/21/2015	ACH	Mark Whitney	Mileage Reimbursement	-225.40
Check	12/21/2015	ACH	Victor Iverson	Mileage Reimbursement	-334.65
Bill Pmt -Check	01/04/2016	ACH	Arthur J. Gallagher & Co.	Invoice: 1582355	-25,661.00
Bill Pmt -Check	01/13/2016	ACH	Gallagher Bassett Services, Inc.	Invoice: 15006	-144.00
Bill Pmt -Check	01/13/2016	ACH	Les Olson Company	Invoice: EA625606	-299.91
Bill Pmt -Check	01/13/2016	ACH	Nielsen & Senior	Invoice Number: 23880	-49.50
Bill Pmt -Check	01/13/2016	ACH	Western AgCredit	Invoice: 1-2016	-10,483.40
Check	01/13/2016	ACH	Johnnie Miller	Expense Reimbursement - Dec 30	-138.58
Check	01/22/2016	ACH	Mark Whitney	Airfare Reimbursement AGRIP	-631.20
Check	01/22/2016	ACH	Alma Adams	Airfare Reimbursement AGRIP	-357.20
Bill Pmt -Check	01/22/2016	ACH	Arthur J. Gallagher & Co.	Invoice: 1625445	-4,434.15
Bill Pmt -Check	01/22/2016	ACH	County Reinsurance, Limited	2016 Liability Program	-1,074,776.00
Bill Pmt -Check	01/22/2016	ACH	Gallagher Bassett Services, Inc.	Invoice: 14996	-4,600.00
Bill Pmt -Check	01/22/2016	ACH	Les Olson Company	Invoice: EA630044	-122.24
Check	01/28/2016	ACH	PEHP-LTD	Coverage Period: JAN2016	-202.02
Liability Check	01/28/2016	ACH	Public Employees Health Program	Invoice Number: 00121696196	-6,088.61
Bill Pmt -Check	01/28/2016	ACH	AGRIP	Invoice: 2222	-7,645.00
Bill Pmt -Check	01/28/2016	ACH	Davis County Commissioners' Cup	2016 Commissioners' Cup Sponsor	-600.00
Bill Pmt -Check	01/28/2016	ACH	Revco Leasing Company, LLC	Invoice: 414919	-435.91
Check	02/03/2016	ACH	Parker Boice	Expense Reimbursement - Jan 2016	-5.40
Bill Pmt -Check	02/03/2016	ACH	Gallagher Bassett Services, Inc.	Invoice: 15015	-168.00
Bill Pmt -Check	02/03/2016	ACH	Utah Association of Counties	Invoice: 4855	-14,603.28
Check	02/25/2016	ACH	Lisa Brown	Expense Reimbursement Licensing	-81.60
Bill Pmt -Check	02/25/2016	ACH	Arthur J. Gallagher & Co.	Invoice: 1649891	-100.00
Bill Pmt -Check	02/25/2016	ACH	Revco Leasing Company, LLC	Invoice: 417442	-435.91
Check	12/21/2015	BILLPAY	Johnnie Miller	Expense Reimbursement - Dec 8	-365.73
Bill Pmt -Check	12/21/2015	BILLPAY	Office Depot	35538769	-102.21
Bill Pmt -Check	12/21/2015	BILLPAY	Office Depot	35538769	-6.15
Bill Pmt -Check	12/21/2015	BILLPAY	Office Depot	35538769	-12.86
Bill Pmt -Check	12/21/2015	BILLPAY	Office Depot	35538769	-39.59
Bill Pmt -Check	12/21/2015	BILLPAY	Office Depot	35538769	-41.05
Check	12/23/2015	BILLPAY	Bruce Adams	Mileage Reimbursement	-172.50
Check	12/23/2015	BILLPAY	Bret Millburn	Mileage Reimbursement	-34.50
Check	12/23/2015	BILLPAY	Mike Wilkins	Mileage Reimbursement	-200.10
Bill Pmt -Check	01/15/2016	BILLPAY	Office Depot	Invoice: 35538769	-42.99
Bill Pmt -Check	01/15/2016	BILLPAY	Premiere Global Services	Invoice Number: 20085601	-323.60
Bill Pmt -Check	01/15/2016	BILLPAY	Office Depot	Invoice: 35538769	-4.09
Check	01/26/2016	BILLPAY	UIN	2016 WC Overpayment	-570.00
Bill Pmt -Check	01/26/2016	BILLPAY	Object Systems International, LLC	Invoice: 9126	-2,673.00
Check	01/26/2016	BILLPAY	Bret Millburn	Airfare Reimbursement AGRIP	-660.70
Bill Pmt -Check	01/26/2016	BILLPAY	Office Depot	35538769	-4.88
Bill Pmt -Check	01/26/2016	BILLPAY	Utah Media Group	Invoice: 101065110-12092015	-22.50
Bill Pmt -Check	02/02/2016	BILLPAY	JCL Paint & Design LLC	Invoice Number: 538030	-350.00



**Utah Counties Indemnity Pool**  
**Payments**  
December 18, 2015 - February 25, 2016

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	02/02/2016	BILLPAY	Clerk/Auditors Summer Conference	2015 Sponsorship	-300.00
Check	02/08/2016	BILLPAY	Johnnie Miller	Expense Reimbursement - Dec 30	-497.70
Bill Pmt -Check	02/08/2016	BILLPAY	Premiere Global Services	Invoice: 20313073	-117.96
Liability Check	01/15/2016	DD	United States Treasury	EFT ACKNOWLEDGEMENT NUMBER: 2706419445691...	-4,548.82
Liability Check	02/12/2016	DD	United States Treasury	EFT ACKNOWLEDGEMENT NUMBER: 2706443432177...	-4,542.80
Liability Check	12/28/2015	ONLINE	Utah Retirement Systems	Confirmation Number: 12158142506	-8,177.28
Liability Check	12/28/2015	ONLINE	United States Treasury	EFT ACKNOWLEDGEMENT NUMBER: 2705762627817...	-3,718.22
Liability Check	12/28/2015	ONLINE	Utah State Tax Commission	Confirmation: 0-183-851-264	-1,510.79
Bill Pmt -Check	01/14/2016	ONLINE	Bankcard Center	Confirmation Number: 16011411356190	-7.95
Bill Pmt -Check	01/12/2016	ONLINE	American Express	3-41009	-1,918.04
Liability Check	01/26/2016	ONLINE	United States Treasury	EFT ACKNOWLEDGEMENT NUMBER: 2706426715514...	-4,437.96
Liability Check	01/26/2016	ONLINE	Utah Retirement Systems	Confirmation Number: 012550455544	-8,231.77
Liability Check	01/26/2016	ONLINE	Nationwide Retirement Solutions	Entity: 0036786001	-2,362.10
Liability Check	01/26/2016	ONLINE	Utah State Tax Commission	Confirmation: 0-590-969-088	-1,479.13
Bill Pmt -Check	02/03/2016	ONLINE	American Express	3-41009	-10,024.40
Total 500-000000-10010100 ZionsMLE					-2,996,393.20
<b>TOTAL</b>					<b>-3,511,895.00</b>





December 28, 2015

Mr. Johnnie R. Miller, CEO  
Utah Counties Indemnity Pool  
5397 S. Vine St.  
Murray, UT 84107-6757

**RE: ACTUARIAL SERVICES ENGAGEMENT LETTER**

Dear Mr. Miller:

This letter outlines the scope and terms of our engagement with the Utah Counties Indemnity Pool (UCIP).

**SCOPE**

BYNAC will prepare an actuarial report that estimates the required reserves as of 12/31. The reports will estimate the ultimate incurred losses of the prior policy periods by line of coverage for financial statement reporting. In addition, we will prepare an actuarial report prior to renewal that determines the indicated premium for the upcoming policy period. The premium indication will include separate projections for law enforcement and employment practices liability. In addition, we will use payroll as the liability basis instead of expenditures.

We will prepare a member equity calculation in the form of an e-mail with a spreadsheet attachment at UCIP's request.

**FEES**

Our fee for the reserve analysis is \$5,500 and the fee for the premium indication is \$7,000, and \$1,000 for the member equity allocation. These fees include an annual trip to present our findings.

**OUTCOME AND CONTINGENCY**

Any opinions expressed are based on our actuarial experience and judgment and are limited by our knowledge of the facts at the time. We cannot and do not make promises or guarantees about the outcome of the analysis. In addition, your obligation to pay for services and expenses is not contingent upon the outcome of any matter.

Mr. Johnnie R. Miller  
December 28, 2015  
Page Two

Thank you for the opportunity to provide services. If these arrangements are acceptable, please sign a copy of this letter in the space provided below and return it to me. If you have any questions, please let me know.

Sincerely,



Lisa Dennison, FCAS, FCA, MAAA  
President and Consulting Actuary



Mary Jean King, FCAS, CERA, MAAA  
Senior Vice President and Consulting Actuary

Accepted: Utah County Indemnity Pool

By:



Date:

1-7-16



# **Utah Counties Indemnity Pool**

**EMPLOYEE MANUAL**

**January 2015 2016**

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## RECEIPT OF EMPLOYEE MANUAL

I, the undersigned employee have received a copy of the Utah Counties Indemnity Pool (UCIP) Employee Manual and have had an opportunity to review its contents with management and ask questions relating thereto.

**I understand that Employment with UCIP is "at will" and may be terminated by UCIP or me at any time with or without cause. I understand the terms of the at will employment relationship as applied under Utah law and as referenced in this manual. I understand that no officer or employee of UCIP has the authority to enter into a contractual employment relationship with me in writing, verbally, on an implied basis, or any other basis, or in any way waive or alter the at will employment relationship.**

I understand this Manual is provided to me as a reference guide regarding UCIP's employment related policies and procedures, and agree that nothing in this manual, nor any omission to this manual, is meant as creating a contractual relationship between UCIP and myself.

I understand these policies and procedures as well as the benefits provided by UCIP to its employees may be amended from time to time by action of the UCIP Board of Trustees, and that the Board of Trustees reserves the right to amend, alter, or revoke any policy, practice, benefit, or employment condition, at any time, or for any reason, with or without notice.

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Employee Signature

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Date

## SECTION I - GENERAL PROVISIONS

Utah Counties Indemnity Pool, “(UCIP)” is a political subdivision of the State of Utah, governed by the UCIP Board of Trustees, operating under the laws of the State of Utah.

### **At Will Employment**

**Employment with UCIP is “at will” and may be terminated at any time with or without cause. Nothing contained in this manual, or the statement or failure to restate that employment with UCIP is “at will” in any section of this manual is meant as a waiver or modification of that relationship.**

**No officer, supervisor or other employee or representative of UCIP has the authority to enter into any contract of employment whether written, verbal or implied or to in any other way waive or modify the “at will” employment relationship between UCIP and any employee. Only the UCIP Board of Trustees may enter into any relationship other than “at will” employment with an employee, and may do so only by resolution of the board authorizing a written contract separate from this manual with such employee.**

**No contract exists between UCIP and its employees or any third parties with respect to any aspects of employment including but not limited to salary ranges, movement within salary ranges, employee benefits or work location. Any aspects of employment with UCIP may change as a result of salary surveys, job analysis, availability of funds, job performance, changes in workload, or changes in UCIP policies and procedures.**

#### **A. Applicability of Policies and Procedures**

These policies and procedures apply to all UCIP employees.

#### **B. Authority for Policies**

The UCIP Board of Trustees establishes the policies and procedures that are outlined in this manual. The Board may alter, amend, or supplement these policies and procedures at any time.

C. **Savings Clause**

If any provision of these policies and procedures, or the application thereof, is found to be in conflict with any State or Federal law or regulation, these policies and procedures shall be considered amended to the extent necessary to comply with such law or regulation.

D. **Protection of Personal Information**

UCIP has signed the Electronic Trading Partner Agreement with the Utah Retirement Systems. As a condition of this Agreement, UCIP has adopted the following policy statement: UCIP will prevent the improper use or disclosure of personal information regarding its employees' status, contributions and/or benefits, or any other personal information arising from enrollment or participation in the Utah Retirement Systems.

UCIP will take reasonable steps to protect the personal information of its employees and all other persons in its possession in compliance with all applicable state and federal laws related to the protection of personal identification information and personal health information.

E. **Non-Discrimination**

UCIP is an equal opportunity employer. UCIP complies with Federal and State non-discrimination laws with respect to employment on the basis of race, color, national origin, sex, age, disability, or religion. UCIP complies with Title VII, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Pay Act and other applicable laws relating to non-discrimination in employment.

Employment at UCIP is based upon the applicant or employee's qualifications, suitability for the job, job references, and ability to perform the essential functions of the job.

F. **Nepotism**

UCIP complies with Sections 52-3-1 to 52-3-4, of the Utah Code Ann. 1953, as amended regarding the employment of relatives.

If because of marriage, promotion, reorganization or other reason, it appears that a conflict with Utah law or this policy appears to exist, the Chief Executive Officer, and the Board of Trustees shall review the matter.

If it is determined that a conflict exists, resignation of one of the family members may be required.

G. **Employment Classifications**

UCIP employment classifications are generally designated as either full-time or part-time positions. Each job description shall state whether the position is a full-time, part-time, ~~seasonal~~ or temporary position and if it is an exempt or non-exempt

position for purposes of the Fair Labor Standards Act (FLSA). ~~Employees holding full-time positions receive the benefits and protections described in this manual.~~

An employee's classification determines the level of discretionary benefits for which the employee is eligible.

1. Full-Time Positions. Employees, who ~~generally~~ work thirty (30) or more hours per week in a permanent position (1560 hours or more annually), are full-time employees.
2. Part-Time Positions: Employees who work less than thirty (30) hours per week on a continuous or recurring basis (1559 hours or less on an annually) are part-time employees.
3. Temporary Positions: Employees hired on a project basis. Any single project may not exceed 40 hours of work during a period not to exceed 30 days.

All new and rehired employees work on an introductory basis for the first 90 calendar days after their date of hire or rehire. The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. UCIP uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or UCIP may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice.

#### H. **FLSA**

UCIP abides by the provisions of the Fair Labor Standards Act.

#### I. **Payroll Procedures**

Paydays are twice a month, on the fifteenth and the last day of the month. If a payday falls on a Saturday, Sunday, or legal ~~h~~Holiday, UCIP will pay wages earned during the pay period on the day preceding the Saturday, Sunday, or legal ~~h~~Holiday.

#### J. **Reimbursement of UCIP Business Expenses**

UCIP will pay or reimburse employees for expenses associated with authorized UCIP business. The amounts paid or reimbursed are determined from time to time by the UCIP Board of Trustees. Payment or reimbursement for expenses under this policy must be submitted to the Chief Financial Officer on a form approved by UCIP and must include all receipts for items to be reimbursed.

1. **Mileage.** UCIP will reimburse for mileage at the approved federal rate when an employee uses a personal vehicle for authorized UCIP business which does not include commuting to and from the UCIP office. Carpooling to and from conferences and meetings using vehicles under the monthly auto allowance

plan should be used whenever practical. Employees traveling to and from conferences and meetings using their personal vehicle when carpooling is available will be reimbursed only when there is a valid business purpose for using their personal vehicle as determined by the Chief Executive Officer.

2. **Monthly Auto Allowance.** The UCIP Board of Trustees has approved a monthly auto allowance to be paid to specific employees that regularly use their personal auto for travel on authorized UCIP business. Employees who receive a monthly auto allowance will only receive reimbursement for mileage when the round trip miles driven for a single business purpose exceed the number of miles identified as the Mileage Reimbursement Threshold in the Schedule of UCIP Discretionary Benefits. Reimbursement of mileage exceeding the Mileage Reimbursement Threshold will be paid at the approved federal rate.
3. **Per Diem.** UCIP will pay a per diem to employees away from home on authorized UCIP business pursuant to the ~~full daily standard~~ M&IE rates published by the Office of Government Policy, General Services Administration. Travel requirements for Per Diem are a trip of at least 100 miles and/or five hours duration. Per Diem is not payable to employees on business in the employee's home county or Salt Lake County. Per Diem is provided to cover meals and incidental expenses incurred when travelling.
4. **Other Travel Expenses.** UCIP will pay or reimburse employees for other expenses, such as lodging or airfare, on approved business trips.
5. **Cell Phones.** The UCIP Board of Trustees has approved a monthly cell phone allowance to be paid to specific employees that regularly use their personal cell phone for UCIP business. Reimbursement amounts will be set by the Board of Trustees dependent on the amount of business use, the need to use cellular service for email and internet access, and the market rate for such services.
6. **UCIP Business Credit Cards.** The UCIP Board of Trustees has approved the use of UCIP Business Credit Cards by certain employees who regularly incur business expenses as part of their duties. UCIP Business Credit Cards are for use of authorized business travel expenses and other authorized business expenses. Employees using UCIP Business Credit Cards must submit documentation of the charges in the form of written receipts to the Chief Financial Officer on a monthly basis. Each receipt should include documentation of the business purpose of the expense. All UCIP Business Credit Card transactions will be reviewed and approved by the UCIP Board of Trustees. An employee will reimburse UCIP for any expenses not approved by the UCIP Board of Trustees as legitimate business expenses. Such expenses that are not reimbursed to UCIP within 30 days of notice to the employee of the Board's action may be deducted from the employees pay at the discretion of the Chief Executive Officer.

K. **Outside Employment**

No Pool employees may engage in any outside employment (including self-employment) or activity that, in the opinion of the Chief Executive Officer, might impair the performance of their duties or is detrimental to UCIP member service. Employees must notify the Chief Executive Officer of outside employment prior to engaging in such employment, or at any time that the terms of outside employment changes.

#### **L. Work Hours**

All full-time employees are expected to work their assigned schedule.

1. Hours are weekdays from 8:00 a.m. until 4:30 p.m. After Memorial Day and prior to Labor Day of each year, the Chief Executive Officer may implement at their discretion a "summer flex hours" program. Flex hour programs shall not exceed a program of employees working 10 hours a day for four days a week, and in no case shall a flex hour program create the need for payment of overtime to any employee. The Chief Executive Officer may make changes to the flex hour program at any time at their sole discretion.
2. Each employee is allowed a thirty minute lunch period. The employee's actual amount of lunch time will be determined by the Chief Executive Officer. Employees are expected to coordinate with other employees and their supervisors to assure the office is appropriately staffed for receiving guests and phone calls throughout the work day. Employees are normally expected to be present during all other work hours unless special arrangements are made with the Chief Executive Officer from time to time for cause.
3. Generally, employees are not allowed to skip their lunch break to leave work early.

#### **M. Absence Without Leave**

No employee may be absent from duty without permission. All employees should notify their supervisor, the Chief Financial Officer, or the Chief Executive Officer prior to an absence. In emergency situations where prior notification is not possible, the employee should provide notification as soon as possible.

If a pattern (two or more) of unexplained or unexcused absences develops, employees may be subject to a discipline, up to and including termination.

#### **N. Terminating Employment**

All employment with UCIP is "at will" employment. An employee's employment with UCIP may terminate in different ways, including but not limited to the following ways:

1. **Resignation.** Employees may resign at any time. However, as a courtesy, UCIP requests that employees give a minimum two weeks written notice so that UCIP has time to prepare final paperwork and arrange to assure minimal disruption to member service. Any earned and or accrued vacation and sick



leave will be paid at the time of resignation in accordance with policies adopted by the Board of Trustees at the time of termination.

2. **De-facto Resignation.** Employees who are absent from work for three consecutive days and are capable of providing notice to their supervisor, but fail to do so, are considered to have voluntarily resigned.
3. **Involuntary Termination.** As an “at will” employer, UCIP may terminate an employee’s employment at any time.

O. **Termination Pay**

Employees who leave UCIP service for any reason will be paid the wages due them at the next regularly scheduled payday. UCIP will pay terminating employees for earned and accrued vacation ~~time~~ leave. UCIP may also pay earned sick leave based on ~~policy~~ the Schedule of Discretionary Benefits in effect at the time of termination. Payment of earned and accrued vacation and sick leave due the employee based on ~~policies~~ the Schedule of Discretionary Benefits at the time of termination will also be paid at the next regularly scheduled payday.

## **SECTION II - COMPENSATION**

All compensation provided to UCIP employees is determined or approved by the UCIP Board of Trustees. The UCIP Board may alter, amend, or supplement these policies and procedures at any time to the extent allowed by law.

### **A. Wages**

It is the intent of UCIP to provide its employees with wages competitive with other similar employers in the Salt Lake County area. Employee wages are determined by the UCIP Board of Trustees and may be set based on analysis of wages for similar employers in the Salt Lake County area and in consideration of other benefits provided to employees to recognize the value of each employee's total compensation package.

### **B. Monthly Auto/Cell Phone Allowance**

The UCIP Board of Trustees has approved monthly auto and cell phone allowances at rates identified in the Schedule of UCIP Discretionary Benefits to be paid to specific employees that regularly use their personal vehicle for travel or personal cell phone for authorized UCIP business. The Monthly Auto/Cell Phone Allowance is considered income for purposes of taxable income, and will be reported by UCIP as taxable income paid to the employee.

### **C. Cost of Living Adjustment**

Adjustments to wages related to cost of living are recommended by the Chief Executive Officer, and approved at the sole discretion of the UCIP Board of Trustees.

1. Employee salaries may be adjusted annually to protect them from inflation of the local economy. COLA will be paid only if funds are available in the budget, and at the sole discretion of the Board of Trustees.
2. The UCIP Board of Trustees may consider in part the percentage increase (if any) of the U.S. Department of Labor, Consumer Price Index for the Salt Lake County Area as reported in January of each year, when considering any COLA type salary adjustment.

### **D. Merit Salary Increases**

Merit adjustments to wages are recommended by the Chief Executive Officer and approved at the sole discretion of the UCIP Board of Trustees.

1. Merit salary increases for employees shall be considered annually on the basis of individual performance and performance of UCIP as an organization.
2. Merit salary increases shall only be granted upon recommendation of the Chief Executive Officer and approval of the Board of Trustees.

3. The effective date of any merit increase shall be the first pay period of the calendar year, unless otherwise determined by the Board of Trustees.

E. **Bonuses**

Individual bonuses may be recommended by the Chief Executive Officer. All bonuses must be approved by, and at the sole discretion of, the UCIP Board of Trustees.

F. **Discretionary Award**

Full-time employees may receive an annual award at the discretion of the Chief Executive Officer to be included with the first payroll of December. Limitations related to such award shall be determined by the UCIP Board of Trustees.



### SECTION III - DISCRETIONARY BENEFITS

UCIP may add, alter or eliminate discretionary benefits at its discretion.

UCIP provides a variety of benefits to eligible employees dependent on their employee classification. ~~Among the benefits currently provided are a retirement program, a long-term disability insurance program, medical and life insurance plans, and a deferred income investment program.~~ Full-time employees are eligible for all discretionary benefits described in this section in accordance with the Schedule of Discretionary Benefits. Part-time employees are eligible for discretionary benefits as described throughout this section and the Schedule of Discretionary Benefits. Temporary employees are not eligible for any discretionary benefits unless required by law.

#### A. **Retirement**

In order to help its full-time and part-time employees plan and prepare for retirement, UCIP participates in the Local Government Public Employees' Noncontributory Retirement System administered by the Utah Retirement Systems (URS), as set forth in Utah Code Title 49, Chapter 13. UCIP contributions to the URS Local Government Public Employees' Noncontributory Retirement System are made in addition to, and not deducted from, eligible employee's regular pay. At the discretion of the UCIP Board of Trustees, UCIP may also provide matching contributions to the URS 401(k) Plan and/or the Nationwide 457 Plan. Employees may have additional amounts deducted from their regular pay to contribute to these plans, based on the policies of each plan.

#### B. **Group and Medical, Life and Disability Group Insurance**

UCIP currently provides the following life and health benefits to full-time employees ~~and their dependents~~ and to part-time employees as described in the Schedule of Discretionary Benefits:

1. ~~Major medical and surgical~~ Health Insurance
2. ~~Dental Care~~ Insurance
3. ~~Vision Care~~ Insurance
4. Group Term Life
5. ~~Workers' Compensation (employees only)~~
6. Long term disability (covers employees only)

UCIP pays a percentage of the cost for ~~insurance coverage~~ each benefit of the employee and eligible dependents as determined by the Board of Trustees and shown in the Schedule of UCIP Discretionary Benefits. The cost of optional coverage and amounts above the basic package are the responsibility of the employee.

Medical, Life and Disability Group benefits are provided to promote the health and wellbeing of UCIP employees which also benefits UCIP by making its employees more productive. Employees who opt out of any Medical, Life or Disability benefit will not receive compensation in lieu of the benefit.

**C. Health Reimbursement Program Arrangement**

The UCIP Board of Trustees has adopted a Health Reimbursement Arrangement (HRA) in accordance with Internal Revenue Service Rules. The terms of which are the HRA are included in the Schedule of UCIP Discretionary Benefits. UCIP currently provides the HRA to full-time employees and to part-time employees as described in the Schedule of Discretionary Benefits. Employees who terminate employment with UCIP for any reason are not compensated for any unused funds without providing receipts for qualifying expenses incurred prior to termination.

**D. Holidays**

UCIP provides the following paid ~~h~~Holidays to full-time employees only. ~~to allow employees to enjoy a break in the work routine and to commemorate special Federal and State historical events and activities.~~

The first day of January – New Year’s Day

The third Monday of January – Martin Luther King Day

The third Monday of February – Presidents’ Day

The last Monday of May – Memorial Day

The 4<sup>th</sup> of July – Independence Day

The 24<sup>th</sup> of July – Pioneer Day

The first Monday of September – Labor Day

The second Monday of October – Columbus Day

The 11<sup>th</sup> of November – Veteran’s Day

The fourth Thursday and Friday of November – Thanksgiving Day

The 25<sup>th</sup> of December – Christmas Day

When a paid ~~h~~Holiday falls on a Saturday, the day off will be observed on the Friday preceding the Holiday. When a paid ~~h~~Holiday falls on Sunday, the day off will be on the Monday following.

Should a ~~h~~Holiday occur while an employee is on vacation, the employee will not be charged with vacation on the day of the ~~h~~Holiday.

To be eligible for hHoliday pay an employee must work the regular scheduled day prior to the hHoliday, or the first regular scheduled day after the hHoliday, or be on an authorized paid leave using vacation pay, sick leave pay, FMLA, or USERA ~~or other paid leave program required by law.~~

If the Chief Executive Officer requests an employee to work on a scheduled Holiday the employee may choose to be paid at time and one-half for the hours worked on the Holiday, or use the day as a floating Holiday to be used prior to the end of the calendar year.

#### E. **Vacation**

UCIP provides paid vacation to employees according to the Vacation section of the Schedule of UCIP Discretionary Benefits. Vacation ~~time~~ leave is provided to allow employees a break from their work duties to rest and reinvigorate them. UCIP may require employees in fraud sensitive positions to take a minimum number of days of vacation per year. It is UCIP's intent to incent employees to use vacation ~~time~~ leave in the year it is earned. A policy to carry over vacation ~~time~~ leave is provided to allow employees to plan for extended vacations, and is not meant as a means for employees to "bank" significant vacation ~~time~~ leave. It is also UCIP's intent to incent employees to use vacation ~~time~~ leave in blocks of several days, rather than a day or two at a time.

~~Here are some general vacation policies:~~

Vacation ~~time~~ leave may be used in increments of no less than one half (½) hour.

Employees may generally use their vacation leave anytime; however, to assure quality of member service, all vacation ~~time~~ leave must be approved in advance by the employee's supervisor. To allow adequate time for the supervisor to consider requests for vacation leave, employees are encouraged to request vacation ~~time~~ leave as far in advance as possible, but generally not less than one week in advance of the beginning of the vacation period. If an employee feels their supervisor's denial of vacation ~~time~~ leave is unreasonable, they may ask for a review of the request for vacation leave by the Chief Executive Officer.

Legal hHolidays occurring while an employee is on vacation leave are not deducted from an employee's accrued vacation ~~time~~ leave.

Vacation hours may be carried forward to succeeding years to the extent allowed by the policy of the UCIP Board of Trustees, as outlined in the Schedule of UCIP Discretionary Benefits.

~~Vacation time will not accrue while an employee is on an unpaid leave of absence, or when temporary totally disability, due to a work related injury, exceeds 45 days.~~

Unless required by law, employees do not earn vacation leave while on an unpaid leave of absence unrelated to an injury or illness, when a period of an employee's



own illness or injury exceeds 45 days, or when temporary total disability, due to a work related injury, exceeds 45 days.

F. **Sick Leave**

UCIP provides compensated sick leave to full-time and part-time employees who cannot perform their normal duties as a result of non-work related illness, injury or physicians visits related to non-work related illness or injury. Employees are encouraged to build up sick leave so that days are available for serious illness. Employees who regularly use up sick leave will be counseled regarding the difficulties such a practice may create. Sick leave is a privilege and employees should use it responsibly. Intentional misuse of sick leave may be grounds for discipline, up to and including termination.

Eligible employees may earn sick leave at the rate identified in the Schedule of UCIP Discretionary Benefits. Employees may take sick leave for personal illness or to care for sick family members (spouse, child, or parent).

~~Here are some general sick leave policies:~~

Employees taking sick leave should provide notice at least one hour prior to beginning of shift in order to minimize disruption to the workplace.

Use of vacation ~~time~~ leave for absence from work due to an employee's own illness or injury will only be allowed when the employee has exhausted all earned and accrued sick leave. After exhausting all accrued sick and vacation ~~time~~ leave, the employee may be considered to be on an unpaid leave of absence at the discretion of the Chief Executive Officer.

Sick leave may be taken in increments no less than one half (½) hour.

Legal ~~h~~Holidays occurring while a full-time employee is ill will not be deducted from an employee's earned or accrued sick leave.

Unless required by law, ~~E~~employees do not earn sick leave while on an unpaid leave of absence, when a period of an employee's own illness or injury exceeds 45 days, or when temporary total disability, due to a work related injury, exceeds 45 days.

After three (3) consecutive days of sick leave, at UCIP's discretion, an employee may be required to provide a doctor's certificate ~~of disability~~ with respect to any sick leave taken. If such certificate is not provided, the employee's absence may be considered ~~an unpaid absence~~ without leave.

After three (3) consecutive days of sick leave, at UCIP's discretion, an employee may be required to provide a doctor's certificate with respect to the employee's ability to return to work, prior to the employee returning to work.

Sick leave may not be used for a work related injury or illness with the exception of the first three days of a short term disability if those days are not covered by workers compensation benefits.

#### **G. Bereavement Leave**

UCIP grants bereavement leave to employees who suffer the death of a member of the immediate family, or a close relative. It is the intent of UCIP to be considerate of an employee's special needs and to be supportive in the death of a loved one.

Accordingly, UCIP may provide the employee with paid time off from work to attend the funeral and to fulfill other responsibilities before the funeral without charge to the employee's earned or accrued sick or vacation ~~time~~ leave.

If an employee suffers the death of a close relative, and requests time off from work during the period of bereavement, the Chief Executive Officer may approve the request based on the following:

1. The necessity and appropriateness of the time off. The employee should be attending the funeral and/or have certain responsibilities to fulfill before the funeral.
2. The amount of time off:
  - a. If the deceased was a member of the employee's immediate family (spouse, child or child of a spouse, parent or parent of a spouse, sibling or sibling of a spouse, brother or sister-in-law, grandparents, and grandchild or grandchild of a spouse), the employee may have paid time off up to five (5) days at any time between the death and the day of the funeral.
  - b. For other close relatives (aunt, uncle, niece, or nephew of either the employee or spouse) the employee may have paid time off for the day of the funeral.
3. The pay for bereavement leave will be based on the employee's current rate of pay and the number of hours in the employee's normal workday week. Employees may request additional days off and use accrued vacation or leave without pay, as approved by the Chief Executive Officer.

4. In the event of the death of a member of the immediate family while an employee is on vacation, the vacation will be extended by the amount of time normally authorized as outlined above.

#### H. **Family and Medical Leave**

UCIP complies with all applicable requirements of the Family and Medical Leave Act of 1993 (FMLA).

1. An employee's use of FMLA will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave. However, the employee must first use any accrued vacation, compensatory time, and sick leave during the FMLA leave period. In calculating the twelve (12) week FMLA limit, all paid leave will be included.
2. UCIP ~~has adopted the calendar~~ utilizes a rolling year determined by UCIP as the basis for determining FMLA eligibility. However UCIP retains the right to change the eligibility period when it is determined to be in the best interest of UCIP to do so in terms of administration.
3. Upon returning from FMLA leave, most employees will be reinstated to the same, or equivalent, position with equivalent pay, benefits, and other employment terms as previously provided. There will be no loss of benefits that accrue prior to the start of the employee's leave.

#### I. **Jury Duty**

Every employee will be granted an unpaid leave of absence when subpoenaed or ordered to appear as a juror or witness by the Federal Government, State of Utah, or political subdivision thereof. If the employee turns over the juror or witness fee to UCIP along with a copy of the subpoena, UCIP will pay the employee's regular compensation during the period of jury service. Travel time to or from juror or witness duty is also considered an approved absence, but UCIP will not pay any overtime regardless of the amount of jury service time and jury travel time. UCIP will not pay for jury duty related mileage regardless of whether the subpoena requires travel during work hours.

#### J. **Education Assistance**

UCIP employees are encouraged to seek further education to perform their jobs more effectively and to enhance their professional development. UCIP may subsidize the education expenses of employees under specified circumstances. This policy is subject to availability of funds, and applies only to full-time employees.

1. **Program Eligibility.** The education program must provide a benefit to UCIP by directly relating to the work the employee currently performs or will be required to perform. Eligibility of the education program will be determined by, and must be approved by, the Chief Executive Officer.



2. **Reimbursement.** Education assistance shall not exceed \$500 in any one year. Tuition costs shall not be carried into the next budget year for reimbursement.
3. **Procedures.**
  - a. Employees are encouraged to attend classes and study during non-working hours. In the alternative, the Chief Executive Officer may flex an employee's work schedule to allow the employee to attend classes and study for exams.
  - b. To receive education assistance, an employee must receive approval from the Chief Executive Officer prior to commencement of the class. Employees are encouraged to discuss education assistance well in advance of the commencement of classes, to allow the expense to be appropriately budgeted.
  - c. To be reimbursed, the employee must complete the approved class with a final grade of "C" or better. If the course is only offered on a pass/fail basis, the employee must receive a passing grade.
  - d. The employee must submit proof of a satisfactory grade and proof of tuition payment to the Chief Executive Officer prior to reimbursement.
4. **Required Classes.** If UCIP requires an employee to attend an education program or class, UCIP shall pay the full cost of the program or class.

## SECTION IV - STANDARDS OF CONDUCT

UCIP expects its employees to conduct themselves diligently professionally and honorably in their assignments on behalf of the public. Employees should:

1. Work diligently on their assigned duties during their assigned work schedules.
2. Make prudent use of Pool funds, equipment, buildings, supplies, and time.
3. Work courteously with coworkers and the public.
4. Observe work place rules of conduct and safety.
5. Meet the standards of their individual job descriptions.
6. Report and correct circumstances that prevent employees from performing their jobs effectively or completing their assigned tasks.

### A. **Employee Discipline**

Employees who violate Pool policy are subject to discipline. Discipline may include, but is not limited to, reprimand, probation, reassignment, transfer, suspension, reduced pay, demotion, termination or any other action deemed appropriate by the Chief Executive Officer. Grounds for discipline may include, but are not limited to:

1. Inefficiency;
2. Incompetence;
3. Failure to maintain skills;
4. Inadequate performance levels;
5. Neglect of duty;
6. Misconduct;
7. Inability to work in harmony with coworkers;
8. Rudeness to the public;
9. Disobedience of a reasonable order of a supervisor;
10. Dishonesty;
11. Insubordination;
12. Misappropriation or damage to Pool funds or property;
13. Misuse of Pool funds or property;

14. Tardiness;
15. Unapproved absences;
16. Any act inimical to public service; and/or
17. Felony convictions and other violations of state and federal law.

This list is not exhaustive and is set forth as a guideline, and in no way waives or modifies the at-will relationship between UCIP and its employees. This list should **not** be construed as preventing or limiting UCIP from taking disciplinary action, including termination, in circumstances where UCIP deems such action to be appropriate, regardless of whether UCIP has specifically identified a written rule or policy. Similarly, employees may be disciplined for violations of Pool policy found in other sections of this manual, violations of State or Federal law, or violations of relevant policies, rules or laws promulgated elsewhere.

## B. Drug Free Workplace

~~UCIP is committed to providing a safe work place and ensuring the safety of the general public and expects your cooperation in this effort.~~

The purpose of this policy is to implement the Federal Drug Free Workplace Act of 1988, ~~by providing for a safe and productive work environment that is free from impaired performance caused by employee use or abuse of controlled substances, medication, and/or alcohol. This policy establishes procedures for controlling drug or alcohol use or abuse in the workplace and applies to all employees. Impaired means a Significant Measurable Quantity (SMQ) or impermissible quantity of a drug, including alcohol, that indicates a positive drug and/or alcohol test in violation of UCIP's written policy. The SMQ for drugs is established by the Federal Department of Health and Human Services and is subject to change. The SMQ for alcohol is based on the Federal Highway Administration (FHWA) and is subject to change. Impermissible quantities are listed below:~~

Drug	Screening (ng/ml)	Confirmation (ng/ml)
Marijuana	50	15
Cocaine	150	100
Meth/Amphetamine <sup>†</sup>	500	250
Opiates	2000	2000
Phencyclidine (PCP)	25	25
Barbiturates	300	300

Benzodiazepines	300	300
Propoxyphene	300	300
Methadone	300	300
Alcohol	0.04	0.04

<sup>+</sup>Amphetamine must be present, in a concentration greater than 200 ng/ml, to report a specimen positive for methamphetamine. If the amphetamine concentration is less than 200 ng/ml, a 1-methamphetamine analysis must be performed. When the 1-methamphetamine percentage is greater than 80%, the specimen is reported as negative.

## 1. Responsibility of Employees

- a. No employee shall unlawfully manufacture, dispense, possess, use, or distribute any controlled substance, medication, or alcohol.
- b. Any employee convicted under a federal or state statute regulating controlled substances shall notify his or her supervisor within five (5) days after the conviction.
- c. No employee shall consume alcohol immediately before work, during work hours while at work, during breaks, or during lunch. No employee shall be impaired by alcohol, illegal drugs, or medication during work hours. No employee shall represent UCIP in an official capacity while impaired by alcohol, illegal drugs, or medication.
- d. If an employee is using medication that may impair performance of duties, the employee shall report that fact to his or her supervisor.
  - (i) No employee using medication that may impair performance shall operate a motor vehicle on behalf of UCIP.

## 2. Reasonable Suspicion Testing

- a. Any employee who has reason to believe that the performance of another employee is impaired by alcohol, illegal drugs, or medication shall notify the impaired employee's supervisor. At the request of the employee's supervisor, the employee suspected of being under the influence of alcohol and/or drugs shall submit to a chemical test of their bodily fluids. Refusal to submit to a test shall be deemed a violation of this policy subject to disciplinary action, up to and including termination.

The cost of the test shall be paid by UCIP.



3. Corrective Action

- a. The Chief Executive Officer or the supervisor of an employee, whose performance is impaired by alcohol, illegal drugs, or medication, shall take corrective action, which may include discipline.
- b. Upon taking corrective action, the Chief Executive Officer shall prepare a written report stating the reasons for the action.
- c. An employee impaired by illegal drugs or alcohol during work hours shall be relieved from duty and shall be charged earned or accrued vacation leave for the absence.
- d. An employee impaired by medication during work hours may be relieved from duty and shall be charged earned or accrued sick leave for the absence.
- e. The Chief Executive Officer may change an employee's assignment while the employee is using medication, if the employee is impaired by the medication.
- f. ~~If the Chief Executive Officer has reason to believe that an employee may be abusing an illegal drug, medication, or alcohol, the Chief Executive Officer may refer the employee to an evaluation program for the purpose of obtaining a diagnosis.~~
  - (i) ~~The cost of the evaluation and any necessary testing shall be paid by UCIP.~~

4. Treatment Program

- a. ~~If an employee admits abusing an illegal drug, medication, or alcohol, or if it is determined by a medical or other recognized professional diagnosis that an employee is abusing an illegal drug, medication, or alcohol, the Chief Executive Officer may refer the employee to a treatment program based on the severity of the condition.~~
  - (i) ~~The employee shall participate in the treatment program at the employee's expense.~~
  - (ii) ~~The Chief Executive Officer may change an employee's assignment while the employee is enrolled in a treatment program.~~
- b. ~~An employee participating in a treatment program shall use accumulated leave consistent with the sick leave policy for any absence.~~

- e. ~~The employee shall provide documentation of successful completion of the treatment program.~~
- (i) ~~After the employee's successful completion of the treatment, the Chief Executive Officer shall reinstate the employee to the employee's former or equivalent position.~~
- d. ~~The employee shall sign a release to allow communication between the Chief Executive Officer and the treatment provider. All such communication shall be maintained in a confidential file separate from the employee's personnel file.~~
- e. ~~The Chief Executive Officer may dismiss an employee who refuses to enroll in a treatment program, fails to successfully complete the program, or fails to provide documentation of completion.~~
- f. ~~The Chief Executive Officer may reassign an employee returning from treatment.~~

### C. **Sexual Harassment**

UCIP believes that a workplace free from hostile, intimidating, or offensive behavior is the most productive workplace. Employees should use courtesy and professionalism when interacting with coworkers.

Sexual Harassment means "Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment" (Equal Employment Opportunity Commission Guidelines, Section 1064.11).

All employees are responsible for ensuring that the workplace is free from all forms of sexual harassment.

1. Sexual harassment encompasses a wide range of behaviors, including sexual attention, sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature.
2. Examples of sexual harassment may include, but are not limited to the following:
  - a. Implying or threatening adverse employment actions if sexual favors are not granted.

- b. Promising preferential treatment in return for sexual favors.
  - c. Subtle pressure for sexual activity.
  - d. Inappropriate touching of any individual i.e. petting, pinching, hugging, or repeated brushing against another employee's body.
  - e. Offensive remarks, including unwelcome comments about appearance, obscene jokes, or other inappropriate use of sexually explicit or offensive language
  - f. The display of sexually suggestive objects or pictures.
  - g. Disparaging remarks about a person's gender.
  - h. Spreading stories about a person's sexual conduct.
  - i. Questions about a person's sexual activity.
  - j. Physical aggression such as pinching or patting.
  - k. Verbal sexual abuse disguised as humor.
  - l. Obscene gestures.
  - m. Horseplay or bantering of a sexual or off-color nature.
  - n. Other actions of a sexual nature that affect the terms and conditions of a person's employment.
  - o. Conduct or comments consistently targeted at only one gender, even if the content is not sexual.
3. UCIP considers prompt reporting of harassment to be a condition of your employment. If you believe that you have experienced or witnessed sexual harassment, you must immediately report your concern to the Chief Executive Officer. If you feel uncomfortable reporting to the Chief Executive Officer, contact a member of the UCIP Board of Trustees.
  4. UCIP will not retaliate against any person who reports sexual harassment unless the report was false and was made maliciously.
  5. UCIP will investigate allegations of sexual harassment and will take appropriate action against any person found to have violated this policy. Individuals who engage in sexual harassment are subject to discipline, up to and including termination.

D. **Discrimination/Harassment Based on Other Protected Categories Prohibited**

UCIP believes that a workplace free from hostile, intimidating, or offensive behavior is the most productive workplace. Employees should use courtesy and professionalism when interacting with coworkers. Employees who discriminate or harass others based upon their color, national origin, age, religion or disability are subject to discipline, up to and including termination. All employees should work together in a professional manner with courteous, mutual respect.

Discrimination or Harassment based on color, national origin, age, religion or disability encompasses a wide range of behaviors, including racially based derogatory comments, taunting, or treatment. Examples of protected category harassment may include, but are not limited to, the following:

1. Slurs or put-downs based on color, national origin, age, religion or disability.
2. Materials such as cartoons or e-mails making fun based on color, national origin, age, religion or disability.

UCIP considers prompt reporting of discrimination or harassment to be a condition of your employment. If you believe that you have experienced or witnessed discrimination or harassment based on color, national origin, age, religion or disability, you must immediately report your concern to the Chief Executive Officer. If you feel uncomfortable reporting to the Chief Executive Officer, contact a member of the Board of Trustees.

UCIP will investigate allegations of protected category discrimination or harassment and will take appropriate action against any person found to have violated this policy. Individuals who engage in protected category discrimination or harassment are subject to discipline, up to and including termination.

E. **Computer and E-Mail Usage**

UCIP recognizes that excessive personal use of UCIP-owned computers during work hours can affect productivity. UCIP reserves the right to monitor computer usage, files stored on UCIP computers and Internet usage.

For purposes of this policy, “files” means all documents, programs, e-mail, and Internet locations that are created, accessed, stored, or temporarily located on a UCIP computer.

1. **Personal Use.** Employees may use assigned computers for limited personal purposes. This approval is similar to the occasional personal use of telephones during breaks. Excessive use of the computer for personal reasons is not allowed.
2. **Inappropriate Usage.** Employees are not allowed to use a computer for self-employment, or outside employment purposes. Entering or maintaining



information on a Pool computer that is in violation of UCIP's policies and procedures, or that violates state or federal law, is prohibited.

3. **Privacy.** All files created, accessed, or stored on a UCIP computer are considered UCIP property. Employees are advised that there is no right to privacy when using a UCIP Computer. As a public agency, all data and files created, accessed, or stored on a UCIP computer may be subject to governmental records access laws, and may become public in compliance with such laws.
4. **Licenses.** Employees shall use computer software only in accordance with the license agreement. Copying software licensed to, or developed by, UCIP for personal computer use or any other purpose is prohibited. Bringing software from personal computers to run on UCIP computers is also prohibited. Downloading of software onto UCIP computers is prohibited unless prior authorization has been provided by the Chief Executive Officer.
5. **Equipment.** Only authorized employees may purchase, move, alter, or repair computer equipment and wiring.
6. **E-mail.** Employees may use UCIP's e-mail functions as explained above.
7. **Internet Access.** Internet usage falls within the above constraints.
8. **Disciplinary Action.** Employees using Pool computers in an unauthorized or inappropriate manner may be subject to discipline up to and including termination.

F. **Seat Belt Use**

Employees must use seatbelts while in vehicles performing UCIP business which includes travel eligible for reimbursement by UCIP.

G. **Cell Phone Use**

Cell phones should not be used while in vehicles performing UCIP business which includes travel eligible for reimbursement by UCIP when it is a distraction to driving. Whenever possible, the employee should use hands free phone equipment or pull over when safe to continue or return the phone call.

H. **Acceptance of Gifts, Compensation or Loans**

As public agency employees, UCIP employees are required to comply with Utah Code §67-16-5 as amended. Employees must notify the Chief Executive Officer of all gifts accepted by individual employees. Gifts offered to the staff as a group will be approved by the Chief Executive Officer prior to acceptance. Failure to comply with this policy may result in discipline up to and including termination.

## SCHEDULE OF UCIP DISCRETIONARY BENEFITS

UCIP will provide the benefits outlined in the UCIP Employee Manual at the rates and under the terms and conditions described within this Schedule of UCIP Discretionary Benefits. All **benefits described may be amended from time to time by action of the UCIP Board of Trustees**, at their sole discretion. ~~All benefits described are based on full-time employment. For those benefits for which part-time employees are eligible, part-time employees will receive the pro-rata amount of the full-time benefit calculated as the part-time hours worked by the employee divided by 40 hours.~~

### Retirement Account Contributions

**Pension Plan.** UCIP pays the required employer retirement contributions as certified annually into the Local Governmental Public Employees' Noncontributory Retirement System administered by the Utah Retirement Systems (URS) for the plan that the employee is eligible. Eligibility of part-time employees will be determined by the rules of the URS plans.

**Individual Retirement Accounts.** Employees who contribute into individual retirement accounts through payroll deduction will receive matching contributions from UCIP. All matching contributions will be deposited into the URS 401k Plan and/or the Nationwide 457 Plan at the employee's discretion. The total UCIP matching contributions shall not exceed five percent of the employee's eligible payroll.

### Health Insurance

For the UCIP sponsored group health insurance coverage, UCIP pays 90% of the monthly premiums for employee single, double or family coverage and 90% of the monthly premiums for the employee's spouse and eligible dependents coverage for all full-time employees. UCIP pays 45% of the monthly premiums for single, double or family coverage for part-time employees scheduled to work 1,040 or more hours annually. UCIP does not pay any portion of the premiums for part-time employees scheduled to work less than 1,040 hours annually. The employee is responsible for any portion of monthly premiums not paid by UCIP, and may use pre-tax payroll deduction to meet that responsibility. The employee is responsible for all deductibles and co-payments.

### Dental and Optical Vision Insurance

For the UCIP sponsored group dental and ~~optical~~ vision insurance coverage, UCIP pays 90% of the monthly premiums for employees single, double or family coverage and 90% of the monthly premiums for the employee's spouse and eligible dependents coverage for all full-time employees. UCIP pays 45% of the monthly premiums for single, double or family coverage for part-time employees scheduled to work 1,040 or more hours annually. UCIP does not pay any portion of the premiums for part-time employees scheduled to work less than 1,040 hours annually. The employee is responsible for any portion of monthly premiums not paid by UCIP, and may use pre-tax payroll deduction to meet that responsibility. The employee is responsible for all deductibles and co-payments.

### Long Term Disability

In compliance with Utah Code §49-21-101 et. seq. as amended, Public Employees Long Term Disability Act, UCIP shall pay 100% of contributions to the fund created under the Act for all eligible employees, to provide benefits as provided for in the Act. Eligibility of part time employees will be determined in accordance with the Act.

For the UCIP sponsored group Long Term Disability coverage, UCIP utilizes the Public Employees' Long Term Disability Fund to provide a benefit for lost wage replacement for employees in the event of a long term disability. UCIP pays 100% of contributions to the Fund created under the Public Employees' Long Term Disability Act, Utah Code §49-21-101 et. seq. as amended (the Act).

### **Health Reimbursement Program Arrangement**

~~UCIP will deposit \$41.70 each full calendar month worked up to a maximum of \$500 annually into a Health Reimbursement Account (HRA) for each employee. Employees may be reimbursed from their account for the cost of an eligible expense. An eligible expense is defined as those expenses paid for care as described in Section 213(d) of the Internal Revenue Code. The eligible expense must have been incurred on or after the date an employee is enrolled in the HRA program. Funds in the account at the end of the year will be rolled over into the account for the following year.~~

For each calendar month a full time employee scheduled to work 1040 or more hours annually has worked, UCIP will contribute into a Health Reimbursement Arrangement (HRA), as allowed by the Internal Revenue Service (IRS), \$50 up to a maximum of \$600 per year. For each calendar month a part time employee scheduled to work less than 1040 annually has worked, UCIP will contribute into a Health Reimbursement Arrangement (HRA), as allowed by the Internal Revenue Service (IRS), \$25 up to a maximum of \$300 per year. Unused amounts in the HRA at the end of the calendar year can be carried forward for reimbursement in later years.

Employees may request to be reimbursed the cost of a qualified medical expense, as defined in Section 213(d) of the IRS Code. The qualified medical expense must have been incurred on or after the date an employee is enrolled in the HRA program and prior to the employee's termination from employment. Employees terminated from employment must submit a valid reimbursement request within 60 days of the date of termination from employment.

### **Group Term Life Insurance**

~~For~~ The UCIP sponsored group term life insurance coverage is available to full-time employees only. UCIP pays 100% of the monthly premiums for \$50,000 coverage for the employee and 100% of the monthly premium for \$10,000 coverage for the employee's spouse and eligible dependents.

### **Auto Allowance**

UCIP provides specific employees who regularly use their personal auto for UCIP business a Monthly Auto Allowance of \$750. The employee will be reimbursed for mileage only when the mileage for a UCIP approved business trip exceeds the Mileage Reimbursement Threshold of 100 Miles round trip.

## Cell Phone Allowance

UCIP provides specific employees, as identified by the UCIP Board of Trustees, who regularly use their personal cell phone for UCIP business, a Monthly Cell Phone Allowance of \$75.

## Vacation

Eligible Full-time employees with less than five years of service earn vacation leave at the rate of ~~one day 8 hours~~ of vacation leave for every month worked (~~one day 8 hours~~ for each full month of service). Full-time employees with more than five but less than ten years of service earn 1.25 days 10 hours per month, and full-time employees with ten years of service and over earn 1.67 days 13.36 hours per month. Part-time employees scheduled to work less than 1,040 hours annually earn vacation leave at one-half the rate of a full-time employee.

Vacation leave may be advanced to employees with the approval of the Chief Executive Officer. Advanced vacation leave requests of totaling more than ~~12~~ five days must be submitted to the UCIP Board of Trustees for approval. Advanced leave not earned prior to a termination will be deducted from the employee's final pay check.

At the discretion of the Chief Executive Officer an employee may be allowed to be paid out all or part of their earned vacation leave, at the current rate of pay.

Vacation hours may be carried forward to succeeding years. However, no more than ~~45 days~~ (360 hours) may be ~~accumulated~~ carried forward to succeeding years. All accumulated vacation leave ~~above 45 days in excess of 360 hours at the end of the calendar year~~ will be paid to the employee at the current rate of pay ~~at the end of the calendar year~~.

## Sick Leave

Eligible Full-time employees earn sick leave at a rate of ~~one day 8 hours~~ of leave for every month worked (~~one day 8 hours~~ for each full month of service). ~~Sick leave is earned in whole day increments only.~~ Part-time employees scheduled to work 1,040 or more hours annually earn vacation leave at one-half the rate of a full-time employee.

~~A limit of 75 days (600 hours) of earned sick leave may be accrued and carried forward to succeeding years. Earned or accrued sick leave exceeding this limit may be converted to additional vacation time at the rate of one day sick leave equals one half (1/2) day additional vacation time and may either be added to the employee's accrued vacation or paid to the employee, at the rate of pay that the sick leave was earned, at the end of the calendar year.~~

Sick leave hours may be carried forward to succeeding years. However, no more than 600 hours may be carried forward to succeeding years. All accumulated sick leave above 600 hours at the end of the calendar year will be converted to vacation leave at the rate of 8 hours earned sick leave equals 4 hours vacation leave.

An employee may not be allowed to be paid out all or part of their earned sick leave.

The sick leave hours earned by employees who leave UCIP service for any reason other than De-facto Resignation or Involuntary Resignation, as described in this manual, will be converted to vacation leave at the rate of 8 hours earned sick leave equals 4 hours vacation leave and paid out as vacation leave at the next regularly scheduled payday.



Sick leave may not be converted to vacation leave for purposes other than at termination or carrying over the maximum sick leave hours at year end as described in this section.

**Discretionary Award**

Discretionary awards may not exceed \$250 per employee.

## **Public Officers - Prohibiting Employment of Relatives**

52-3-1. Employment of relatives prohibited -- Exceptions.

(1) For purposes of this section:

(a) "Appointee" means an employee whose salary, wages, pay, or compensation is paid from public funds.

(b) "Chief administrative officer" means the person who has ultimate responsibility for the operation of the department or agency of the state or a political subdivision.

(c) "Public officer" means a person who holds a position that is compensated by public funds.

(d) "Relative" means a father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

(2) (a) No public officer may employ, appoint, or vote for or recommend the appointment of a relative in or to any position or employment, when the salary, wages, pay, or compensation of the appointee will be paid from public funds and the appointee will be directly supervised by a relative, except as follows:

(i) the appointee is eligible or qualified to be employed by a department or agency of the state or a political subdivision of the state as a result of his compliance with civil service laws or regulations, or merit system laws or regulations;

(ii) the appointee will be compensated from funds designated for vocational training;

(iii) the appointee will be employed for a period of 12 weeks or less;

(iv) the appointee is a volunteer as defined by the employing entity;

(v) the appointee is the only person available, qualified, or eligible for the position; or

(vi) the chief administrative officer determines that the public officer is the only person available or best qualified to perform supervisory functions for the appointee.

(b) No public officer may directly supervise an appointee who is a relative when the salary, wages, pay, or compensation of the relative will be paid from public funds, except as follows:

(i) the relative was appointed or employed before the public officer assumed his position, if the relative's appointment did not violate the provisions of this chapter in effect at the time of his appointment;

(ii) the appointee is eligible or qualified to be employed by a department or agency of the state or a political subdivision of the state as a result of his compliance with civil service laws or regulations, or merit system laws or regulations;

(iii) the appointee will be compensated from funds designated for vocational training;

(iv) the appointee will be employed for a period of 12 weeks or less;

(v) the appointee is a volunteer as defined by the employing entity;

(vi) the appointee is the only person available, qualified, or eligible for the position; or

(vii) the chief administrative officer determines that the public officer is the only person available or best qualified to perform supervisory functions for the appointee.

(c) When a public officer supervises a relative under Subsection (2)(b):

(i) the public officer shall make a complete written disclosure of the relationship to the chief administrative officer of the agency or institution; and

(ii) the public officer who exercises authority over a relative may not evaluate the relative's job performance or recommend salary increases for the relative.

(3) No appointee may accept or retain employment if he is paid from public funds, and he is under the direct supervision of a relative, except as follows:

(a) the relative was appointed or employed before the public officer assumed his position, if the relative's appointment did not violate the provisions of this chapter in effect at the time of his appointment;

(b) the appointee was or is eligible or qualified to be employed by a department or agency of the state or a political subdivision of the state as a result of his compliance with civil service laws or regulations, or merit system laws or regulations; (c) the appointee is the only person available, qualified, or eligible for the position;

(d) the appointee is compensated from funds designated for vocational training;

(e) the appointee is employed for a period of 12 weeks or less;

(f) the appointee is a volunteer as defined by the employing entity; or

(g) the chief administrative officer has determined that the appointee's relative is the only person available or qualified to supervise the appointee.

52-3-2. Each day of violation a separate offense.

Each day any such person, father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousins, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law, is retained in office by any of said officials shall be regarded as a separate offense.

52-3-3. Penalty.

Any person violating any of the provisions of this chapter is guilty of a misdemeanor.

52-3-4. Exceptions in towns and rural areas.

(1) In a town, as defined in Section 10-1-104, this chapter shall not apply to the employment of uncles, aunts, nephews, nieces, or cousins.

(2) This chapter shall not apply to the employment of a relative if:

(a) fewer than 3,000 people live within 40 miles of the primary place of employment, measured over all weather public roads;

(b) the job opening has had reasonable public notice; and

(c) the relative is the best qualified candidate for the position.

(3) In any proceeding challenging the hiring of a relative under the exception in Subsection (2), the employer has the burden of establishing each of the criteria provided in Subsections (2)(a) through (c).

## **State Officers and Employees - Utah Public Officers' and Employees' Ethics Act**

67-16-5. Accepting gift, compensation, or loan -- When prohibited.

(1) As used in this section, "economic benefit tantamount to a gift" includes:

(a) a loan at an interest rate that is substantially lower than the commercial rate then currently prevalent for similar loans; and

(b) compensation received for private services rendered at a rate substantially exceeding the fair market value of the services.

(2) It is an offense for a public officer or public employee, under circumstances not amounting to a violation of Section 63G-6-1001 or 76-8-105, to knowingly receive, accept, take, seek, or solicit, directly or indirectly for himself or another a gift of substantial value or a substantial economic benefit tantamount to a gift:

(a) that would tend improperly to influence a reasonable person in the person's position to depart from the faithful and impartial discharge of the person's public duties;

(b) that the public officer or public employee knows or that a reasonable person in that position should know under the circumstances is primarily for the purpose of rewarding the public officer or public employee for official action taken; or

(c) if the public officer or public employee recently has been, is now, or in the near future may be involved in any governmental action directly affecting the donor or lender, unless a disclosure of the gift, compensation, or loan and other relevant information has been made in the manner provided in Section 67-16-6.

(3) Subsection (2) does not apply to:

(a) an occasional nonpecuniary gift, having a value of not in excess of \$50;

(b) an award publicly presented in recognition of public services;

(c) any bona fide loan made in the ordinary course of business; or

(d) a political campaign contribution.



## **Utah State Retirement and Insurance Benefit Act**

49 21 101. Title.

This chapter is known as the "Public Employees' Long Term Disability Act."

49 21 102. Definitions.

As used in this chapter:

- (1) "Date of disability" means the date on which a period of continuous disability commences, and may not commence on or before the last day of actual work.
- (2) (a) "Eligible employee" means the following employee whose employer provides coverage under this chapter:
  - (i) (A) any regular full time employee as defined under Section 49 12 102, 49 13 102, or 49 22 102;
  - (B) any public safety service employee as defined under Section 49 14 102, 49 15 102, or 49 23 102;
  - (C) any firefighter service employee or volunteer firefighter as defined under Section 49 23 102 who began firefighter service on or after July 1, 2011;
  - (D) any judge as defined under Section 49 17 102 or 49 18 102; or
  - (E) the governor of the state;
  - (ii) an employee who is exempt from participating in a retirement system under Subsection 49 12 203(2), 49 13 203(2), 49 14 203(1), or 49 15 203(1); and
  - (iii) an employee who is covered by a retirement program offered by the Teachers' Insurance and Annuity Association of America.
- (b) "Eligible employee" does not include:
  - (i) any employee that is exempt from coverage under Section 49 21 201; or
  - (ii) a retiree.
- (3) "Elimination period" means the three months at the beginning of each continuous period of total disability for which no benefit will be paid. The elimination period begins on the nearest first day of the month from the date of disability. The elimination period may include a one time trial return to work period of less than 15 consecutive calendar days.
- (4) "Maximum benefit period" means the maximum period of time the monthly disability income benefit will be paid under Section 49 21 403 for any continuous period of total disability.
- (5) "Monthly disability benefit" means the monthly payments and accrual of service credit under Section 49 21 401.
- (6) "Objective medical impairment" means an impairment resulting from an injury or illness which is diagnosed by a physician and which is based on accepted objective medical tests or findings rather than subjective complaints.
- (7) "Physician" means a licensed physician.
- (8) "Regular monthly salary" means the amount certified by the participating employer as the monthly salary of the eligible employee, unless there is a discrepancy between the certified amount and the amount actually paid, in which case the office shall determine the regular monthly salary.
- (9) "Regular occupation" means either the primary duties performed by the eligible employee for the 12 months preceding the date of disability, or a permanent assignment of duty to the eligible employee.
- (10) "Rehabilitative employment" means any occupation or employment for wage or profit, for which the eligible employee is reasonably qualified to perform based on education, training, or experience.

(11) (a) "Total disability" means the complete inability, due to objective medical impairment, whether physical or mental, to engage in the eligible employee's regular occupation during the elimination period and the first 24 months of disability benefits.

(b) "Total disability" means, after the elimination period and the first 24 months of disability benefits, the complete inability, based solely on physical objective medical impairment, to engage in any gainful occupation which is reasonable, considering the eligible employee's education, training, and experience.

49 21 103. Creation of program.

There is created for eligible employees the "Public Employees' Long Term Disability Program."

49 21 104. Creation of trust fund.

(1) There is created the "Public Employees' Long Term Disability Trust Fund" for the purpose of paying the benefits and costs of administering this program.

(2) The fund shall consist of all money and interest paid into it in accordance with this chapter, whether in the form of cash, securities, or other assets, and of all money received from any other source.

(3) Custody, management, and investment of the fund shall be governed by Chapter 11, Utah State Retirement Systems Administration.

49 21 105. Purpose.

(1) The purpose of this chapter is to provide long term disability benefits for eligible employees.

(2) The program shall be administered by the office, under policies and rules adopted by the board.

49 21 201. Program membership Eligibility.

(1) The state shall cover all of its eligible employees under this chapter.

(2) Public safety service employees, as defined in Sections 49 14 102, 49 15 102, and 49 23 102 shall be covered under this chapter or a substantially similar long term disability program in accordance with the provisions of Section 49 14 601, 49 15 601, or 49 23 601.

(3) Beginning on July 1, 2011, firefighter service employees, as defined in Section 49 23 102, initially entering employment on or after July 1, 2011, and volunteer firefighters, as defined in Section 49 23 102, shall be covered under this chapter or a substantially similar long term disability program in accordance with the provisions of Section 49 23 601.

(4) Except as provided under Subsection (5), all other employers may provide coverage for their eligible employees under this chapter.

(5) If an employer elects to cover any of its eligible employees under this chapter, all of its eligible employees shall be covered.

(6) Except as provided under Subsections (1) and (2), nothing in this chapter requires any employer to cover its eligible employees under this chapter.

(7) The following employees are not eligible for coverage under this chapter:

(a) firefighter service employees, as defined under Section 49 16 102, that initially entered employment prior to July 1, 2011; and

(b) legislators.

49 21 301. Contributions to fund program Adjustment of premium rate.

(1) During each legislative session, the board shall certify to the Legislature the employer paid premium rate expressed as a percentage of salary which is required to fund the Public Employees' Long Term Disability Trust Fund.

(2) Upon the board's recommendation, the Legislature shall adjust the premium rate to maintain adequate funding for the Public Employees' Long Term Disability Trust Fund.

49-21-401. Disability benefits -- Application -- Eligibility.

(1) An eligible employee shall apply for long-term disability benefits under this chapter by:

- (a) completing an application form prepared by the office;
- (b) signing a consent form allowing the office access to the eligible employee's medical records; and

(c) providing any documentation or information reasonably requested by the office.

(2) (a) If an eligible employee is unable to apply on the employee's own behalf, the application may be made by a person who is:

- (i) the attorney for an eligible employee; or
- (ii) appointed as a conservator or guardian of the eligible employee.

(b) A person described in Subsection (2)(a), may not make an application for a deceased employee.

(3) Upon request by the office, the participating employer of the eligible employee shall provide to the office documentation and information concerning the eligible employee.

(4) The office shall review all relevant information and determine whether or not the eligible employee has a total disability.

(5) If the office determines that the eligible employee has a total disability due to accidental bodily injury or physical illness which is not the result of the performance of an employment duty, the eligible employee shall receive a monthly disability benefit equal to two-thirds of the eligible employee's regular monthly salary, for each month the total disability continues beyond the elimination period, not to exceed the maximum benefit period.

(6) If the office determines that the eligible employee has a total disability due to psychiatric illness, the eligible employee shall receive:

(a) a maximum of two years of monthly disability benefits equal to two-thirds of the eligible employee's regular monthly salary for each month the total disability continues beyond the elimination period;

(b) a maximum of \$10,000 for psychiatric expenses, including rehabilitation expenses preauthorized by the office's consultants, paid during the period of monthly disability benefits; and

(c) payment of monthly disability benefits according to contractual provisions for a period not to exceed five years if the eligible employee is institutionalized due to psychiatric illness.

(7) If the office determines that the eligible employee has a total disability due to a physical injury resulting from external force or violence as a result of the performance of an employment duty, the eligible employee shall receive a monthly disability benefit equal to 100% of the eligible employee's regular monthly salary, for each month the total disability continues beyond the elimination period, not to exceed the maximum benefit period.

(8) (a) Successive periods of disability are considered as a continuous period of disability if the period of disability:

- (i) results from the same or related causes;
- (ii) is separated by less than six months of continuous full-time work at the individual's usual place of employment; and
- (iii) commences while the individual is an eligible employee covered by this chapter.

(b) The inability to work for a period of less than 15 consecutive calendar days is not considered as a period of disability.

(c) If Subsection (8)(a) or (b) does not apply, successive periods of disability are considered as separate periods of disability.

(9) The office may, at any time, have any eligible employee claiming to have a disability examined by a physician chosen by the office to determine if the eligible employee has a total disability.

(10) A claim brought by an eligible employee for long-term disability benefits under the Public Employee's Long-Term Disability Program is barred if it is not commenced within one year from the eligible employee's date of disability, unless the office determines that under the surrounding facts and circumstances, the eligible employee's failure to comply with the time limitations was reasonable.

(11) Medical or psychiatric conditions which existed prior to eligibility may not be a basis for disability benefits until the eligible employee has had one year of continuous eligibility in the Public Employees Long-Term Disability Program.

(12) If there is a valid benefit protection contract, service credit shall accrue during the period of total disability, unless the disabled eligible employee is exempted from a system, or is otherwise ineligible for service credit.

(13) Regardless of any medical evidence provided by the employee to support the application for disability, an employee is not eligible for long-term disability benefits during any period in which the employee:

(a) makes a claim that the employee is able to work; or

(b) has a pending action in a court or before any federal, state, or local administrative body in which the employee has made a claim that the employee is able to work.

(14) Notwithstanding the provisions of Section 49-11-618, upon written request by an employer, information obtained under this part may, upon an order of a court or an administrative law judge, be released to an employer who is a party in an action under Subsection (13).

49-21-402. Reduction or reimbursement of benefit    Circumstances    Application for other benefits required.

(1) A monthly disability benefit may not be paid for any period of total disability unless the eligible employee is under the ongoing care and treatment of a physician other than the eligible employee.

(2) The monthly disability benefit shall be reduced or reimbursed by any amount received by, or payable to, the eligible employee from the following sources for the same period of time during which the eligible employee is entitled to receive a monthly disability benefit:

(a) Social Security disability benefits, including all benefits received by the eligible employee, the eligible employee's spouse, and the eligible employee's children as determined by the Social Security Administration;

(b) workers' compensation indemnity benefits;

(c) any money received by judgment, legal action, or settlement from a third party liable to the employee for the disability;

(d) unemployment compensation benefits;

(e) automobile no fault, medical payments, or similar insurance payments; and

(f) any money received by a judgment, settlement, or other payment as a result of a claim against an employer.

(3) The monthly disability benefit shall be reduced by any amount in excess of one third of the eligible employee's regular monthly salary received by, or payable to, the eligible employee from the following sources for the same period of time during which the eligible employee is entitled to receive a monthly disability benefit:

(a) any employer sponsored retirement programs; and

(b) any disability benefit resulting from the disability for which benefits are being received under this chapter.

(4) After the date of disability, cost of living increases to any of the benefits listed in Subsection (2) or (3) may not be considered in calculating a reduction to the monthly disability benefit.



(5) Any amounts payable to the eligible employee from one or more of the sources under Subsection (2) are considered as amounts received whether or not the amounts were actually received by the eligible employee.

(6) (a) An eligible employee shall first apply for all disability benefits from governmental entities under Subsection (2) to which the eligible employee is or may be entitled, and provide to the office evidence of the applications.

(b) If the eligible employee fails to make application under this Subsection (6), the monthly disability benefit shall be suspended.

49-21-403. Termination of disability benefits -- Calculation of retirement benefit.

(1) An eligible employee covered by this chapter and eligible for service credit under a system or plan, including an eligible employee who relinquishes rights to retirement benefits under Section 49-11-619, who applies and is qualified for a monthly disability benefit shall receive a monthly disability benefit until the earlier of:

(a) the date of the eligible employee's death;

(b) the date the eligible employee no longer has a disability;

(c) the date the eligible employee has accumulated:

(i) 20 years of service credit if the eligible employee is covered by Chapter 14, Public Safety Contributory Retirement Act, or Chapter 15, Public Safety Noncontributory Retirement Act;

(ii) 25 years of service credit if the eligible employee is covered by Chapter 17, Judges' Contributory Retirement Act, or Chapter 18, Judges' Noncontributory Retirement Act;

(iii) 30 years of service credit if the eligible employee is covered by Chapter 12, Public Employees' Contributory Retirement Act, or Chapter 13, Public Employees' Noncontributory Retirement Act;

(iv) 35 years of service credit if the eligible employee is covered by the defined benefit portion under Chapter 22, Part 3, Tier II Hybrid Retirement System, or is covered by the defined contribution plan under Chapter 22, Part 4, Tier II Defined Contribution Plan; or

(v) 25 years of service credit if the eligible employee is covered by the defined benefit portion under Chapter 23, Part 3, Tier II Hybrid Retirement System, or is covered by the defined contribution plan under Chapter 23, Part 4, Tier II Defined Contribution Plan; or

(d) the date the eligible employee has received a monthly disability benefit for the following applicable time periods:

(i) if the eligible employee is under age 60, the monthly disability benefit is payable until age 65;

(ii) if the eligible employee is 60 or 61 years of age on the date of disability, the monthly disability benefit is payable for five years;

(iii) if the eligible employee is 62 or 63 years of age on the date of disability, the monthly disability benefit is payable for four years;

(iv) if the eligible employee is 64 or 65 years of age on the date of disability, the monthly disability benefit is payable for three years;

(v) if the eligible employee is 66, 67, or 68 years of age on the date of disability, the monthly disability benefit is payable for two years; and

(vi) if the eligible employee is 69 years of age or older on the date of disability, the monthly disability benefit is payable for one year.

(2) (a) Upon termination of a monthly disability benefit, an eligible employee eligible for service credit under a system may retire under the requirements of the system which covered the eligible employee on the date of disability.

(b) The final average salary used in the calculation of the allowance shall be based on the annual rate of pay on the date of disability, improved by the annual cost-of-living increase



factor applied to retirees of the system which covered the eligible employee on the date of disability.

(3) An eligible employee who is eligible for service credit in a system, but has relinquished rights to an allowance under Section 49-11-619, may receive the benefits the eligible employee would have received by being eligible for service credit in the system covering the eligible employee on the date of disability, except for the accrual of service credit, in accordance with this title.

(4) An eligible employee receiving a monthly disability benefit who has service credit from two or more systems may not combine service credits under Section 49-11-405 in qualifying for retirement, unless the eligible employee would receive a greater allowance by combining the service credits.

(5) An eligible employee covered by this chapter who is a participant in the Tier II Defined Contribution Plan, created in Chapter 22, Part 4, Tier II Defined Contribution Plan, or Chapter 23, Part 4, Tier II Defined Contribution Plan, who applies and is qualified for a monthly disability benefit, shall receive a monthly disability benefit until the earlier of:

(a) the date of the eligible employee's death;

(b) the date the eligible employee no longer has a disability;

(c) (i) 35 years from the date the eligible employee began participation in the Tier II Defined Contribution Plan, created in Chapter 22, Part 4, Tier II Defined Contribution Plan; or

(ii) 25 years from the date the eligible employee began participation in the Tier II Defined Contribution Plan created in Chapter 23, Part 4, Tier II Defined Contribution Plan; or

(d) the date the eligible employee has received a monthly disability benefit for the following applicable time periods:

(i) if the eligible employee is under age 60, the monthly disability benefit is payable until age 65;

(ii) if the eligible employee is 60 or 61 years of age on the date of disability, the monthly disability benefit is payable for five years;

(iii) if the eligible employee is 62 or 63 years of age on the date of disability, the monthly disability benefit is payable for four years;

(iv) if the eligible employee is 64 or 65 years of age on the date of disability, the monthly disability benefit is payable for three years;

(v) if the eligible employee is 66, 67, or 68 years of age on the date of disability, the monthly disability benefit is payable for two years; and

(vi) if the eligible employee is 69 years of age or older on the date of disability, the monthly disability benefit is payable for one year.

49-21-404. Annual adjustment to disability benefit.

(1) (a) An eligible employee receiving a monthly disability benefit shall receive an annual adjustment on the date following the end of the elimination period to reflect annual changes in the United States Bureau of Labor Statistics Consumer Price Index average as determined by the board.

(b) This adjustment may not exceed adjustments made to retirees under the system which covered the eligible employee on the date of disability.

(2) If an employee is not participating in a system, the annual adjustment may not exceed the adjustment paid in the system which would cover the employee if the employee were participating in a system.

49-21-405. Disability benefit -- Exclusions.

A monthly disability benefit is not payable for the following:

(1) self inflicted injury;

(2) alcoholism;

- (3) substance abuse;
  - (4) disability arising from or caused by acts of aggression committed by the eligible employee; or
  - (5) the eligible employee committing or attempting to commit a felony or other illegal act.
- 49 21 406. Rehabilitative employment Interview by disability specialist Maintaining eligibility Additional treatment and care.
- (1) (a) If an eligible employee, during a period of total disability for which the monthly disability benefit is payable, engages in approved rehabilitative employment, the monthly disability benefit otherwise payable shall be reduced by an amount equal to 50% of the income to which the eligible employee is entitled for the employment during the month.
  - (b) This benefit is payable for up to two years or to the end of the maximum benefit period, whichever occurs first.
  - (2) (a) Each eligible employee receiving a monthly disability benefit shall be interviewed by the office.
  - (b) The office may refer the eligible employee to a disability specialist for a review of the eligible employee's condition and a written rehabilitation plan.
  - (3) If an eligible employee receiving a monthly disability benefit fails to participate in an office approved rehabilitation program within the limitations set forth by a physician, the monthly disability benefit may be suspended or terminated.
  - (4) The office may, as a condition of paying a monthly disability benefit, require that the eligible employee receive medical care and treatment if that treatment is reasonable or usual according to current medical practices.

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## UTAH COUNTIES INDEMNITY POOL

### CONFLICT of INTEREST and DISCLOSURE

This Disclosure is provided pursuant to the Utah Counties Indemnity Pool Bylaws, Article 14  
*Conflict of Interest and Disclosure.*

I, **Karla Johnson**, hereby affirm that I have received and reviewed a copy of Article 14 of the Utah Counties Indemnity Pool Bylaws and declare the following:

- ☐ I comply with the Conflict of Interest Article without exception.
- ☒ I comply with the Conflict of Interest Article with the following exceptions:

Name, address and nature of business(es) or interest(s) involved:

KTM LLC I do financial & Clerical  
Consulting services for both Canyon Lands  
& Recreation & Transportation SSD

Your title with the business or interest:

owner/operator

A brief, but complete, description of the incident, activity or event requiring disclosure:

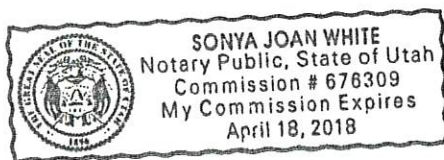
I provide the clerical & financial services  
to CLID & I provide financial  
consulting to KC Rec & Trans. I do  
not decide the insurance or indemnity -  
only recommend or provide input to Budget

The precise nature and value of any change of interest since the last disclosure, if any:

Karla Johnson  
Signature

12/17/15  
Date

Subscribed and sworn to before me this 17 day of December, 2016



My Commission Expires:

Residing at:

Sony White  
Notary  
4/18/18  
Salt Lake County



## UCIP Membership Application Summary

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Name of Entity: Wasatch County Parks & Recreation Special Service District #21

Sponsoring County: Wasatch

Type of Membership Applied for: Non-Voting, Non-Equity

Enabling Statutes and Services Provided:

17A-2-1301 (1995). Current: 17D-1 (2008).

Created as a multi-purpose, full service, year-round parks and recreation district for the citizens of Wasatch County.

Risk Factors:

Property - \$773,576

Auto - 14

Employees - 15

Liability - \$2,603,225

Loss History - None

Additional Notes:

District is currently listed as a County Controlled Entity under Wasatch County. No law enforcement exposure reduces annual contribution.

Proposed Liability Limits: \$5,000,000

Current Liability Limits: \$5,000,000

UCIP Annual Contribution: \$22,544

Current Insurance Premium: \$23,002

Staff Recommendation:

Approve separate membership.



# UTAH COUNTIES

INDEMNITY POOL

## UCIP Membership Application Summary

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Name of Entity: Wasatch County Solid Waste Special Service District

Sponsoring County: Wasatch

Type of Membership Applied for: Non-Voting, Non-Equity

**Enabling Statutes and Services Provided:**

Title 11, Chapter 23 (1982). Current: 17D-1 (2008). Created to provide the disposal of solid waste for the residents of the County. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations.

**Risk Factors:**

Property - \$0.00

Auto - 0

Employees - 18

Liability - \$2,887,480

Loss History - None

**Additional Notes:**

District is currently listed as a County Controlled Entity under Wasatch County. No law enforcement exposure reduces annual contribution.

Proposed Liability Limits: \$5,000,000

Current Liability Limits: \$5,000,000

UCIP Annual Contribution: \$20,151

Current Insurance Premium: \$21,108

**Staff Recommendation:**

Approve separate membership.

## UCIP Membership Application Summary

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Name of Entity: Wasatch County Special Service Area #1

Sponsoring County: Wasatch

Type of Membership Applied for: Non-Equity, Non-Voting

Enabling Statutes and Services Provided:

17A-2-401(1993). Current: 17D-1 (2008)

Created to manage the water distribution for Wasatch County.

Risk Factors:

Property - \$2,000

Auto - 1

Employees - 0

Liability - \$918,200

Loss History - None

Additional Notes:

District is currently listed as a County Controlled Entity under Wasatch County. No law enforcement exposure reduces the liability contribution but minimum contribution for the excess layer increases the total annual contribution.

Proposed Liability Limits: \$5,000,000

Current Liability Limits: \$5,000,000

UCIP Annual Contribution: \$7,392

Current Insurance Premium: \$6,929

Staff Recommendation:

Approve separate membership.



## **BYLAWS OF THE SIXTH AMENDED INTERLOCAL AGREEMENT OF THE UTAH COUNTIES INDEMNITY POOL**

These Amended Bylaws are adopted by the Board of Trustees of the Utah Counties Indemnity Pool ("Pool") in accordance with the Interlocal Cooperation Agreement entered into by the Members of the Pool, each of which hereby agrees to abide by the terms and conditions of these Amended Bylaws and all actions taken pursuant hereto.

### **ARTICLE 1. Authority.**

- 1.1 These Bylaws are amended pursuant to the provisions of the Amended Interlocal Cooperation Agreement.
- 1.2 These Bylaws may be amended and shall continue in effect until amended as provided herein.
- 1.3 The Pool shall have all powers necessary or desirable to achieve the purposes of the Pool as set forth in the Agreement and these Bylaws.

### **ARTICLE 2. Definitions.**

As used in these Bylaws, the following terms shall have the meaning hereinafter set out:

- 2.1 **Agreement or Amended Agreement.** The Amended Interlocal Cooperation Agreement for Utah Counties Indemnity Pool.
- 2.2 **Board of Trustees or Board.** The Board of Trustees of the Utah Counties Indemnity Pool.
- 2.3 **Board Meeting.** A meeting of the Board of Trustees where a quorum is present and for which proper notice has been provided in accordance with Utah law.
- 2.4 **Bylaws or Amended Bylaws.** The Amended Bylaws of the Utah Counties Indemnity Pool.
- 2.5 **Code.** The Utah Code, including Utah Code Ann. Titles 11, 63G and 31A, as amended from time to time.
- 2.6 **County or Counties.** One or more of the twenty-nine counties of the State of Utah.
- 2.7 **Chief Executive Officer.** The person designated by the Board of Trustees as Chief Executive Officer of the Utah Counties Indemnity Pool.
- 2.8 **Member.** A county or county related entity that is a party to the Amended Interlocal Cooperation Agreement.

- 2.9 **Membership Meeting.** A meeting of the Members of the Utah Counties Indemnity Pool where a quorum is present and for which proper notice has been provided in accordance with the Agreement and Bylaws.
- 2.10 **Officer or Officers.** The President, Vice-President, or Secretary-Treasurer elected in accordance with these Amended Bylaws.
- 2.11 **Pool.** Utah Counties Indemnity Pool, an Interlocal entity.
- 2.12 **Representative.** The person designated pursuant to Article 4.7(b) to be a Member's official representative for the purposes of the Pool.
- 2.13 **Surplus.** The amount shown as Net Assets on the audited financial statements of the Pool.
- 2.14 **Trustee.** A natural person elected or appointed in accordance with the Agreement to a Trustee position on the Board.

### ARTICLE 3. Purpose.

- 3.1 The Pool is formed, financed, organized, and shall operate in accordance with the Agreement and the provisions of these Bylaws.

### ARTICLE 4. Members.

- 4.1 Membership in the Pool is limited to Utah counties and county related entities that properly enter into the Agreement.
- 4.2 Counties and county related entities, including former Members, may be admitted to the Pool after its formation only upon approval of the Board and subject to the conditions set out in the Agreement, these Bylaws and such additional conditions as the Board may from time to time require.
- 4.3 County related entities may participate in UCIP either as a County Controlled Entity under the membership of a participating Member, or as a separate Member pursuant to the following:
- (a) To be eligible as a County Controlled Entity, a county related entity must:
- i. be approved by the participating Member County by resolution of the Member's governing body to share the coverages and limits provided to the Member by the Pool; and
  - ii. ~~provide~~ enter into an agreement with the Member County to provide all information, assistance and cooperation for the Member County to meet the Member obligations enumerated in the UCIP Interlocal Agreement and Bylaws as if the County Controlled Entity were a department of the



Member County; and

iii. be a county related entity as described in 4.3(c)(ix).

(b) To be eligible as a separate UCIP Member a county related entity must:

- i. have statutory authority to enter into an Interlocal Agreement;
- ii. be able to meet the Member obligations enumerated in the UCIP Interlocal Agreement and Bylaws;
- iii. be sponsored by a participating Member County by resolution of the Member's governing body; and
- iv. provide services which are beneficial to the sponsoring Member County or county government generally.

(c) In addition to the requirements of eligibility under 4.3 ~~(a)~~ and (b):

- i. A county related entity that is an Interlocal Agency must be organized and operated pursuant to Title 11, Chapter 13 of the Utah Code;
- ii. A county related entity that is a Special Service District must be organized and operated pursuant to Title 17D, Chapter 1 of the Utah Code;
- iii. A county related entity that is a Local Building Authority or Municipal Building Authority must be organized and operated pursuant to Title 17D, Chapter 2 of the Utah Code;
- iv. A county related entity that is a Conservation District must be organized and operated pursuant to Title 17D, Chapter 3 of the Utah Code;
- v. A county related entity that is a Recreation Board must be organized and operated pursuant to Title 11, Chapter 2 of the Utah Code;
- vi. A county related entity that is a Community Development or Renewal Agency must be organized and operated pursuant to Title 17C, Chapter 1 of the Utah Code;
- vii. A county related entity that is a County Health District or multi-county Health District must be organized pursuant to Title 26A of the Utah Code;
- viii. A county related entity that is a Children's Justice Center must be organized and operated pursuant to Title 67 Chapter 5b of the Utah Code;
- ix. A county related entity that is any form of district, board or authority

created for the purpose of passing through Mineral Lease Payments received by the State under the Mineral Lands Leasing Act (30 U.S.C., Section 191), and allocated to the county, may participate as a County Controlled Entity provided:

1. The purpose of the entity is to serve as a financial conveyance of the aforementioned mineral lease payments to the benefit of the Member County; and
2. Funds conveyed through the entity are expenses of the entity and are made by an operating department of the Member County with oversight exercised by the Member County's governing body.

x. ~~The Utah Association of Counties is considered a county related entity and is eligible for membership.~~

4.4 Members shall be classified as one of the following member types:

- (a) Equity Member; and
- (b) Non-equity Member.

Equity members shall be included in the calculation of equity as described in the Agreement and these Bylaws. Non-equity Members shall not be included in calculations of, nor shall they have any ownership interest in, the member equity of the pool. Non-equity Member status does not restrict those members from being included in distribution of dividends approved by the Board of Trustees, and any dividend paid to a Non-Equity Member shall be at the Board's sole discretion.

4.5 Members shall also be classified as either:

- (a) Voting; or
- (b) Non-voting members.

Members which are counties shall be voting members. ~~Members which are special service districts, health departments, Children's Justice Centers or non-profits as described under 4.3.e.~~ not counties shall be non-voting members.

4.6 Members shall meet at least once annually. A Membership Meeting may be called by the Board or President pursuant to a procedure to be established by the Board, or upon written request executed by at least 30 percent of the Members.

- (a) Notice of any Membership Meeting shall be mailed to each Member at least 15 days in advance.
- (b) The President, Vice President, or Secretary-Treasurer of the Board shall preside at

the Membership Meeting or the President's designee if no other Officer is present at the meeting.

- (c) A majority of the Members shall constitute a quorum to do business.
- (d) Proxy voting shall not be allowed.
- (e) Each Member classified as a Voting Member under 4.5 shall be entitled to one vote on each issue before the membership at any Membership Meeting, to be cast by its representative or alternative representative if the representative is unable to vote. The representative and alternative representative shall be designated by the Member in accordance with Article 4.7(b) of the Bylaws.
- (f) The location of Membership Meetings will be as determined from time to time by the Board.

4.7 Members shall have the obligation to:

- (a) Pay promptly all contributions and other payments to the Pool at such times and in such amounts as shall be established in accordance with these Bylaws. Annual contributions are due on or before the first day of January of the applicable fund year. Members making payments, or portions thereof, postmarked after January 31<sup>st</sup> shall be charged interest calculated daily at 2% above the Federal Prime Rate the rate that UCIP would have earned if the contributions had been deposited with the Public Treasurers Investment Fund (PTIF).
- (b) Designate in writing a representative and one or more alternate representatives for the Membership Meetings if the Member is a Voting Member under 4.5. Each representative and alternate representative must be an elected or appointed officer or employee of a Member and must be appointed by majority vote of the governing body or by the county executive or county mayor of the Member to be the Member's official representative for the purposes of the Pool. An alternate representative may exercise all the powers of a representative during a Membership Meeting, in the absence of the representative.
- (c) Allow the Pool, its Chief Executive Officer, agents, contractors, employees and officers reasonable access to all facilities and records of the Member as required for the administration of the Pool and implementation of the Agreement, the Bylaws and policies of the Board.
- (d) Cooperate fully with the Pool's attorneys, its Chief Executive Officer, and any other agent, contractor, employee or officer of the Pool in activities relating to the purposes and powers of the Pool.
- (e) Provide information requested by the Pool, its Chief Executive Officer, and any other agent, contractor, employee or officer of the Pool, as reasonably required for

the administration of the Pool.

- (f) Allow the Pool, and attorneys and others designated by the Pool, to represent the Member in the investigation, settlement and litigation of any claim within the scope of loss protection furnished by or through the Pool and also to deny coverage for any claims settled by a Member or for any monies paid by a Member toward claims without the prior written approval of the Pool.
- (g) Follow the claims, loss reduction and prevention, and risk management policies and procedures established by the Board.
- (h) Report to the Pool, in the form and within the time required by the Board, all incidents or occurrences that could reasonably be expected to result in a covered claim to the Pool under the coverage agreement issued to the Member.
- (i) Report to the Pool, in the form and within the time required by the Board, the addition of new programs, facilities and exposures or the significant reduction or expansion of existing programs and facilities covered under the Coverage Addendum of these Bylaws.
- (j) Designate a Risk Management Coordinator who shall act as the Member's primary contact with the Pool.

## **ARTICLE 5. Board of Trustees.**

### **5.1 The Board shall:**

- (a) Perform all duties required by Utah law, the Agreement, and these Bylaws.
- (b) Obtain and provide to Members at least annually an audit of the finances of the Pool performed by an independent certified public accountant.
- (c) Provide for at least quarterly financial statements to account for income, expenses, assets and liabilities of the Pool.
- (d) Provide at least annually for an actuarial review of the Pool.
- (e) Adopt a budget annually and report the budget to the Members.
- (f) Require that fidelity bonds or appropriate insurance, in an amount to be determined by the Board, be in effect for employees of the Pool, and every other person having access to moneys of the Pool.
- (g) Appoint an Audit Committee to review the financial statements, actuarial analysis, make recommendations to the Board on the financial affairs of the Pool, and make an annual report to the members regarding the financial affairs of the Pool.

- (h) Appoint a Nominating Committee to solicit nominations for available elected Trustees positions. Any elected official of a Member or any Trustee may nominate eligible persons to run for available elected Trustee positions. Nominations will be received at the Pool office no later than 30 days prior to the meeting at which the election is scheduled. The Pool will verify that each nominee is willing to serve if elected before forwarding the nominations to the Nominating Committee. The Nominating Committee shall review the nominations and select by a majority vote not more than three names to be placed on the ballot for each available elected Trustee position. A person may not be nominated and placed on the ballot for more than one available elected Trustee position. In the event that no nominations are received for one or more available elected Trustee positions, the President of the Board of Trustees can solicit nominations from the floor on the following conditions:
  - i. The nominee is eligible to serve as a Trustee in accordance with Section 5 of the Agreement; and
  - ii. The nominee, if present, expresses a willingness to serve, or, if not present, the Pool has verified that the nominee has expressed a willingness to serve.
- (i) Adopt and maintain an investment policy as an addendum to these bylaws to state the manner in which funds of the Pool may be invested.
- (j) Adopt and maintain a Coverage Addendum as an addendum to these bylaws to state the manner and extent to which Members will be indemnified from the assets of the Pool.
- (k) Exercise their responsibility to the Pool and Member counties in the following way:
  - i. First, to the mission of the Pool, to maintain financial and managerial integrity, and to serve all counties fairly;
  - ii. Second, to express the needs and concerns of the counties that Board Member represents.

5.2 Members of the Board of Trustees will be reimbursed for reasonable and approved expenses incurred in attending Board meetings and in otherwise carrying out their responsibilities. UCIP will reimburse Trustees for in-state travel by private vehicle at the rate allowed by the Internal Revenue Service at the time of travel, as well as for lodging and meals at actual cost, ~~within the guidelines for travel and expense reimbursement adopted by the State of Utah Department of Finance.~~ For Trustees attending out-of-state conferences and business meetings as approved by the Board UCIP will pay directly the registration, airfare and lodging expenses for the dates of the conference or meeting and up to two travel days for Trustees arranging travel through the UCIP office. Trustees will be paid per diem for out-of-state meals and incidental expenses for each day of the training and travel day(s) pursuant to the rates published by the Office of Government Policy,



General Services Administration. Trustees will also be compensated for necessary transportation expenses between the airport and lodging. Receipts for airfare, lodging and necessary transportation, paid by the Trustee, are required for reimbursement. A written statement by the Trustee will be required in place of a lost receipt. Reimbursement is made based on the least expensive reasonable method of travel. Expenses for spouses who accompany Trustees to UCIP meetings or to approved out-of-state training are the responsibility of the Trustee. UCIP will invoice Trustees for any spouse expenses paid by UCIP. However, there will be no charge for spouses attending business meals hosted by the Chief Executive Officer. Requests for reimbursement shall be submitted within 60 days of completion of a trip.

#### **ARTICLE 6. Officers, Meetings, Procedures.**

- 6.1 The principal offices of the Board shall be: president, vice-president and secretary-treasurer. The principal offices shall be held by three separate natural persons. Officers shall be elected by and from among the Trustees, at the first Board meeting following each annual meeting of the Members. The Board shall establish the powers and duties of each officer, consistent with these Bylaws, and the Agreement. All Members of the Board shall have full voting rights. The president shall preside over meetings of the Board and of the Members and shall perform such other duties as may be prescribed from time to time by the Board and the Members. The vice-president shall exercise the powers of the president in the absence of the president, and the secretary-treasurer shall exercise the powers of the president in the absence of the president and vice-president.
- 6.2 The Board shall fix the date, time and place of regular meetings that are scheduled in advance over the course of a year. Meetings may be called by the president, or by any five Members of the Board, by written notice mailed at least ten days in advance to all Trustees or by unanimously executed waiver of notice. Emergency meetings of the Board may be held to consider matters of an emergency or urgent nature, after an attempt has been made to notify all Board Members and a majority votes in the affirmative to hold the meeting. Notice, including public notice, of all meetings and the agenda shall comply with applicable laws of the State of Utah.
- 6.3 Seven Trustees shall constitute a quorum to do business. All actions of the Board shall require a quorum and a majority vote of the Trustees present, except where a different vote is required by these Bylaws.
- 6.4 The Board shall adopt such policies and procedures as it deems necessary or desirable for the conduct of its business.
- 6.5 Any or all Trustees may participate in any meeting of the Board by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence at the meeting.
- 6.6 The Board shall establish its own rules of order that are not in conflict with the laws of the State of Utah, the Agreement, and other specific provisions of these Bylaws.

- 6.7 A Trustee's position may be declared vacant by official action of the Board of Trustees when the Trustee has accumulated two consecutive unexcused absences at duly called meetings for which the Trustee has received notification. Excused absences will be granted only with advance notice received by the UCIP offices or a member of the Board of Trustees prior to the Board meeting and approved by formal action of the Board.

#### **ARTICLE 7. Financing.**

- 7.1 All monies of the Pool, and earnings thereon, shall be held in the name of and for the use and benefit of the Pool.
- 7.2 The Board shall establish Member contributions pursuant to guidelines established by the Board from time to time.
- 7.3 Surplus of the Pool shall be attributable to the Members as equity. Equity in the Pool shall be used to satisfy the surplus requirements established by the Board and any applicable regulation, and next to repay any outstanding debentures after which refund of surplus in the form of dividends to Members may be considered. Any refund of surplus moneys shall be consistent with policies adopted by the Board.
- 7.4 Investments of monies of the Pool shall be limited to those investments permitted by the State Money Management Act, Utah Code Ann. §51-7-1 et seq. (2002), as amended.
- 7.5 Member equities in UCIP shall be calculated as follows:
- (a) The ratio of each member's contributions to the total contributions shall be computed for each fund year.
  - (b) The member's contribution ratio shall be multiplied by the total surplus, (less any borrowed surplus), attributable to a fund year as stated in the most recent monthly financial statement. A member's total equity will be the sum of the yearly amounts for each fund year for which that member was a participating member in UCIP.
  - (c) In the event that the surplus amount is a negative number, a member's equity will be decreased using the same method of calculation as above.
  - (d) In the event of a termination of membership, the terminated member shall lose and have no claim to any equity in UCIP. The equity formerly attributed to that member for each fund year shall be allocated to the remaining counties who were members during that fund year.
  - (e) The Board of Trustees in its sole discretion shall determine if and when equity is distributed.

#### **ARTICLE 8. Withdrawal and Termination.**

- 8.1 Any Member may withdraw from a joint purchase program, or terminate its membership

in the Pool in accordance with the Agreement.

- 8.2 Withdrawal or termination from the Property/Liability program shall be considered termination of membership.

#### **ARTICLE 9. Involuntary Termination of Membership.**

- 9.1 The Board shall terminate a Member that fails to pay a contribution due the Pool within sixty days of the due date, unless time for payment is extended by the Board and payment is made within the extended period. A notice of failure to pay a contribution due the Pool shall be mailed to the Member at least 30 days prior to the date of termination. Coverage and payment of claims shall terminate effective the first date for which the unpaid contribution was calculated for. If the unpaid contribution is additional contribution resulting from an audit, coverage and payment of claims shall terminate effective on a date calculated on a pro-rata basis of the unpaid contribution to the contribution paid for the audit period. A termination of membership under this paragraph shall not be subject to the provisions of Article 9.2.
- 9.2 Any membership in the Pool may be terminated by the Board or by a three-fourths vote of the Members for failure of the Member to carry out any other obligation of the Member, subject to the following:
- (a) The Member shall receive written notice from the Board of the alleged failure and shall be given not less than 30 days in which to correct the alleged failure, along with notice that termination of membership could result if the failure is not corrected.
  - (b) The Member may request a hearing before the Board prior to the termination. The request shall be made in writing to the Board at least ten business days before the end of the period given by the Board to correct the alleged failure. The Board shall present the case for termination of membership at the hearing and the affected Member may present its case. A Board Member of the affected Member shall not be counted in determining a quorum or the number of votes required, nor shall the Board Member representative of such Member be entitled to vote on the termination.
  - (c) If a request for hearing is not received pursuant to Article 9.2(b) of the Bylaws and if the failure is not corrected within the time required by the Board's notice, or any extension of such time as the Board may grant, the Board may terminate the membership.
  - (d) The Board shall provide the Member at least ten days prior written notice of the time and place of any requested hearing, and the proposed termination of membership may not take effect until such time after the conclusion of any hearing as the Board may set.
- 9.3 Termination of membership shall be in addition to any other remedy that may exist.

- 9.4 A Member shall lose all voting rights and any claim of title or interest to any asset of the Pool upon involuntary termination of its membership to the same extent as if the termination were voluntary. The coverage and payment of claims after the effective date of a Member's termination shall be consistent with the Agreement and these Bylaws.

#### **ARTICLE 10. Dissolution and Disposition of Property.**

- 10.1 The Pool may be dissolved by the Members as provided in the Agreement. In the event of voluntary dissolution of the Pool, the assets of the Pool not used or needed for the purposes of the Pool, including its contractual obligations, shall be distributed, as determined by the Board, only to Utah counties which are Members of the Pool at the time of dissolution. The Members of the Pool at the time the vote is held to dissolve the Pool shall continue to be considered Members of the Pool until the final disposition of property and dissolution of the Pool is complete.
- 10.2 Upon partial or complete dissolution of the Pool by the Members in accordance with the Agreement, the Trustees shall determine, consistent with these Bylaws, all other matters relating to the disposition of property and dissolution of the Pool by a two-thirds vote of all Trustees.
- 10.3 The Board shall serve as trustees for the disposition of property or funds, payment of obligations, dissolution and winding up of the affairs of the Pool. Any vacancy in the position of an elected Trustee after disposition of the Pool has begun may be filled by majority vote of the remaining Trustees until the next annual meeting of the Members, at which time the Members shall elect a person to fill the vacancy for the unexpired term.

#### **ARTICLE 11. Liability of Board, Officers and Employees.**

- 11.1 It is the intent of the Pool to provide the broadest possible immunity from personal liability to each Trustee, officer, and employee of the Pool allowed by applicable laws of the State of Utah including, but not limited to, the Governmental Immunity Act, the Corporations Code and the Insurance Code, as amended from time to time. The Pool shall defend and indemnify the Trustees, officers and employees of the Pool against any and all expense, including attorney fees and liability expenses, sustained by them or any of them in connection with any suit or suits which may be brought against them involving or pertaining to any of their acts or duties to the fullest extent allowed by the laws of the State of Utah. The Pool shall purchase liability or other appropriate insurance providing coverage for the Trustees, officers and employees of the Pool. Nothing herein shall be deemed to prevent compromises of any litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense or prosecution of such litigation.

#### **ARTICLE 12. Arbitration.**

- 12.1 To the extent permitted by any applicable reinsurance or excess insurance, if the Board or its authorized representative and a Member disagree on whether a loss is covered through the

Pool or on the amount of a covered loss, the Board or its authorized representative or the Member may request that the disagreement be submitted to binding arbitration as follows:

- (a) Unless otherwise agreed by the Board or its authorized representative and the Member, three persons shall be selected for the arbitration panel, one by the Board or its authorized representative, one by the Member, and one by the two so selected to act as umpire to decide the items upon which the other two disagree. If the two so selected fail for fifteen days to agree upon the umpire, the dispute of coverage shall be submitted to the American Arbitration Association for arbitration pursuant to their standard rules and regulations.
- (b) The decision of the panel shall be binding on the Board or its authorized representative and the Member.
- (c) The Pool shall pay the fees and expenses of the panelist selected by the Board or its authorized representative, the Member shall pay the fees and expenses of the panelist selected by it, and the fees and expenses of the umpire shall be shared equally by the Pool and the Member.

#### **ARTICLE 13. General Provisions.**

- 13.1 The laws of Utah shall govern the interpretation and performance of these Bylaws.
- 13.2 In the event that any portion of these Bylaws is held invalid or unenforceable, such invalidity or unenforceability shall not affect other portions, and these Bylaws are expressly declared to be severable.
- 13.3 These Bylaws do not relieve any Member of any obligation or responsibility imposed upon it by law except to the extent that actual and timely performance thereof by the Pool satisfies such obligation or responsibility.
- 13.4 All moneys received by the Pool are public funds, including earned interest, derived from its Members, which are counties and county related entities within the State of Utah.
- 13.5 It is the intention of the Members that the Pool and any income of the Pool not be subject to taxation. The Board and the Members shall cooperate in such respects, including amending these Bylaws, as reasonably necessary to establish and maintain the non-taxable status of the Pool.
- 13.6 Except as permitted in these Bylaws, the Agreement and amendments thereto, neither the Board nor any other person or entity is authorized to incur liabilities or obligations or enter into contracts on behalf of the Members.
- 13.7 In the event of the payment of any loss by the Pool under this Agreement, the Pool shall be subrogated to the extent of such payments to all the rights of the Member against any other person or other entity legally responsible for damages for such loss, and in such event the Member agrees to render all reasonable assistance to effect recovery.



#### **ARTICLE 14. Conflict of Interest and Disclosure.**

- 14.1 Board Members and Chief Executive Officer shall not request, receive, or accept a gift or loan for themselves or another if:
- (a) It tends to influence the Board Members or Chief Executive Officer in the discharge of his or her official acts as a Board Member or Chief Executive Officer; or
  - (b) She/he within two years has been involved in any official act directly affecting the donor or lender or knows that he/she will be involved in any official act directly affecting the donor or lender in connection with his or her membership on the Board or as the Chief Executive Officer.
- 14.2 The prohibition set forth in Section 1 above shall not apply to:
- (a) An occasional nonpecuniary gift, insignificant in value; or
  - (b) An award publicly presented in recognition of public service; or
  - (c) A commercially reasonable loan made in the ordinary course of business by an institution authorized by the laws of the state to engage in the business of making loans; or
  - (d) A political campaign contribution, provided that such gift or loan is actually used in a political campaign and is subject to Utah law regarding such gift or loans.
- 14.3 Board Members shall disqualify themselves from participating in any official action of the Board that affects a business in which that Board Member has a financial interest as defined in Sections 67-16-8 and 67-16-9 Utah Code Annotated 1953 as amended.
- 14.4 Board Members shall not acquire a financial interest at a time when they believe or have reason to believe that it will be directly affected by their official action on the Board.
- 14.5 Board Members and the Chief Executive Officer shall not use or divulge to any person confidential information acquired by virtue of their membership on, or participation with, the Board for their or another's private gain. Confidential information for the purpose of this paragraph shall be defined as all information disclosed or discussed in any meeting of the Board which is confidential under law, statute or practice and which is otherwise not available to the public.
- 14.6 The Chief Executive Officer and Chief Financial Officer of the Pool and each Board Member shall complete a disclosure form provided by the Pool at the first meeting of the Board during each fund year, or at the first meeting attended by a new CEO, CFO or Board Member. That completed form shall affirm the person's awareness of this bylaw

requirement and either state that no described conflicts exist, or make all required disclosures.

- 14.7 The information on the disclosures, except for the valuations attributed to the reported interests, shall be made available by the Secretary of the Board for inspection by any UCIP Member county representative. The valuation shall be confidential for all purposes except for proceedings for violation of the disclosure requirement of these bylaws.

#### **ARTICLE 15. Conflict of Interest of Defense Counsel.**

- 15.1 Defense provided to Members by the Pool under the Bylaws Coverage Addendum shall be provided by attorneys listed on the UCIP Defense Attorney list recommended by the Litigation Management Committee and approved by the Board of Trustees.
- 15.2 Attorneys listed on the UCIP Defense Attorney list shall not represent any plaintiff in any civil action in which any defendant is a UCIP Member.
- 15.3 Attorneys employed by, or associated with law firms listed on the UCIP Defense Attorney List shall not represent any party in a civil action adverse to any person or entity covered by UCIP.
- 15.4 Attorneys employed by, or associated with, law firms listed on the UCIP Defense Attorney List shall not represent any defendant in a criminal action prosecuted by the County Attorney's Office of any Member County.
- 15.5 Conflicts as described above may be waived only after full disclosure to, and written agreement of, the involved Member and UCIP.

Dated this 125 day of ~~August~~ February, 20146

By: \_\_\_\_\_

Print Name: Bruce Adams

Title: President

**ATTEST:**

By: \_\_\_\_\_

Print Name: Karla Johnson

Title: Secretary-Treasurer

Date: 08/01/2014 02/25/2016





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# 2016 Standard Mileage Rates for Business, Medical and Moving Announced

IR-2015-137, Dec. 17, 2015

WASHINGTON — The Internal Revenue Service today issued the 2016 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2016, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 54 cents per mile for business miles driven, down from 57.5 cents for 2015
- 19 cents per mile driven for medical or moving purposes, down from 23 cents for 2015
- 14 cents per mile driven in service of charitable organizations

The business mileage rate decreased 3.5 cents per mile and the medical, and moving expense rates decrease 4 cents per mile from the 2015 rates. The charitable rate is based on statute.

The standard mileage rate for business is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

A taxpayer may not use the business standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS) or after claiming a Section 179 deduction for that vehicle. In addition, the business standard mileage rate cannot be used for more than four vehicles used simultaneously.

These and other requirements for a taxpayer to use a standard mileage rate to calculate the amount of a deductible business, moving, medical or charitable expense are in [Rev. Proc. 2010-51](#). [Notice 2016-01](#) contains the standard mileage rates, the amount a taxpayer must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that a taxpayer may use in computing the allowance under a fixed and variable rate plan.

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*Page Last Reviewed or Updated: 17-Dec-2015*





- (6) "Per diem" means an allowance paid daily.
- (7) "Policy" means the policies and procedures of the Division of Finance, as published in the "Accounting Policies and Procedures."
- (8) "Rate" means an amount of money.
- (9) "Reimbursement" means money paid to compensate an employee for money spent.
- (10) "State employee" means any person who is paid on the state payroll system.

#### **R25-7-4. Eligible Expenses.**

- (1) Reimbursements are intended to cover all normal areas of expense.
- (2) Requests for reimbursement must be accompanied by original receipts for all expenses except those for which flat allowance amounts are established.

#### **R25-7-5. Approvals.**

- (1) For insurance purposes, all state business travel, whether reimbursed by the state or not, must have prior approval by an appropriate authority. This also includes non-state employees where the state is paying for the travel expenses.
- (2) Both in-state and out-of-state travel must be approved by the Executive Director or designee. The approval of in-state travel reimbursement forms may be considered as documentation of prior approval for in-state travel. Prior approval for out-of-state travel should be documented on form FI5 - "Request for Out-of-State Travel Authorization".
- (3) Exceptions to the prior approval for out-of-state travel must be justified in the comments section of the Request for Out-of-State Travel Authorization, form FI 5, or on an attachment, and must be approved by the Department Director or the designee.
- (4) The Department Director, the Executive Director, or the designee must approve all travel to out-of-state functions where more than two employees from the same department are attending the same function at the same time.

#### **R25-7-6. Reimbursement for Meals.**

- (1) State employees who travel on state business may be eligible for a meal reimbursement.
- (2) The reimbursement will include tax, tips, and other expenses associated with the meal.
- (3) Allowances for in-state travel differ from those for out-of-state travel.
- (a) The daily travel meal allowance for in-state travel is \$40.00 and is computed according to the rates listed in the following table.

TABLE 1

##### In-State Travel Meal Allowances

Meals	Rate
Breakfast	\$10.00
Lunch	\$14.00
Dinner	\$16.00
Total	\$40.00

- (b) The daily travel meal allowance for out-of-state travel is \$46.00 and is computed according to the rates listed in the following table.

TABLE 2

##### Out-of-State Travel Meal Allowances

Meals	Rate
Breakfast	\$10.00
Lunch	\$14.00
Dinner	\$22.00
Total	\$46.00

- (4) When traveling to a Tier I premium location (Anchorage, Austin, Baltimore, Boston, Chicago, Dallas, Hawaii, Houston, Los Angeles, New York City, San Diego, San Francisco, Seattle, and Washington, DC), the traveler may choose to accept the per diem rate for out-of-state travel or to be reimbursed at the actual meal cost, with original receipts, up to \$65 per day.

When traveling to a Tier II premium location (Atlanta or Orlando), the traveler may choose to accept the per diem rate for out-of-state travel or to be reimbursed at the actual meal cost, with original receipts, up to \$56 per day.

(a) The traveler will qualify for premium rates on the day the travel begins and/or the day the travel ends only if the trip is of sufficient duration to qualify for all meals on that day.

(b) Complimentary meals of a hotel, motel and/or association and meals included in registration costs are deducted from the premium location allowance as follows:

#### Tier I Location

(i) If breakfast is provided deduct \$15, leaving a premium allowance for lunch and dinner of actual up to \$50.

(ii) If lunch is provided deduct \$20, leaving a premium allowance for breakfast and dinner of actual up to \$45.

(iii) If dinner is provided deduct \$30, leaving a premium allowance for breakfast and lunch of actual up to \$35.

#### Tier II Location

(i) If breakfast is provided deduct \$13, leaving a premium allowance for lunch and dinner of actual up to \$43.

(ii) If lunch is provided deduct \$17, leaving a premium allowance for breakfast and dinner of actual up to \$39.

(iii) If dinner is provided deduct \$26, leaving a premium allowance for breakfast and lunch of actual up to \$30.

(c) The traveler must use the same method of reimbursement for an entire day.

(d) Actual meal cost includes tips.

(e) Alcoholic beverages are not reimbursable.

(5) When traveling in foreign countries, the traveler may choose to accept the per diem rate for out-of-state travel or to be reimbursed the actual meal cost, with original receipts, not to exceed the United States Department of State Meal and Incidental Expenses (M and IE) rate for their location.

(a) The traveler may combine the reimbursement methods during a trip; however, they must use the same method of reimbursement for an entire day.

(b) Actual meal cost includes tips.

(c) Alcoholic beverages are not reimbursable.

(6) The meal reimbursement calculation is comprised of three parts:

(a) The day the travel begins. The traveler's entitlement is determined by the time of day the traveler leaves their home base (the location the employee leaves from and/or returns to), as illustrated in the following table.

TABLE 3

#### The Day Travel Begins

1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
a.m.	a.m.	p.m.	p.m.
12:00-5:59	6:00-11:59	12:00-5:59	6:00-11:59
*B, L, D	*L, D	*D	*no meals
In-State			
\$40.00	\$30.00	\$16.00	\$0
Out-of-State			
\$46.00	\$36.00	\$22.00	\$0
*B = Breakfast, L = Lunch, D = Dinner			

(b) The days at the location.

(i) Complimentary meals of a hotel, motel, and/or association and meals included in the registration cost are deducted from the total daily meal allowance. However, continental breakfasts will not reduce the meal allowance. Please Note: For breakfast, if a hot food item is offered, it is considered a complimentary meal, no matter how it is categorized by the hotel/conference facility. The meal is considered a "continental breakfast" if no hot food items are offered.

(ii) Meals provided on airlines will not reduce the meal allowance.

(c) The day the travel ends. The meal reimbursement the traveler is entitled to is determined by the time of day the traveler returns to their home base, as illustrated in the following table.

TABLE 4

#### The Day Travel Ends

1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
-------------	-------------	-------------	-------------

a.m.	a.m.	p.m.	p.m.
12:00-5:59	6:00-11:59	12:00-5:59	6:00-11:59
*no meals	*B	*B, L	*B, L, D
In-State			
\$0	\$10.00	\$24.00	\$40.00
Out-of-State			
\$0	\$10.00	\$24.00	\$46.00
*B = Breakfast, L = Lunch, D = Dinner			

(7) An employee may be authorized by the Department Director or designee to receive a taxable meal allowance when the employee's destination is at least 100 miles from their home base and the employee does not stay overnight.

(a) Breakfast is paid when the employee leaves their home base before 6:00 a.m.

(b) Lunch is paid when the trip meets one of the following requirements:

(i) The employee is on an officially approved trip that warrants entitlement to breakfast and dinner.

(ii) The employee leaves their home base before 10 a.m. and returns after 2 p.m.

(iii) The Department Director provides prior written approval based on circumstances.

(c) Dinner is paid when the employee leaves their home base and returns at 6 p.m. or later.

(d) The allowance is not considered an absolute right of the employee and is authorized at the discretion of the Department Director or designee.

#### **R25-7-7. Meals for Statutory Non-Salaried State Boards.**

(1) When a board meets and conducts business activities during mealtime, the cost of meals may be charged as public expense.

(2) Where salaried employees of the State of Utah or other advisors or consultants must, of necessity, attend such a meeting in order to permit the board to carry on its business, the meals of such employees, advisors, or consultants may also be paid. In determining whether or not the presence of such employees, advisors, or consultants is necessary, the boards are requested to restrict the attendance of such employees, advisors, or consultants to those absolutely necessary at such mealtime meetings.

#### **R25-7-8. Reimbursement for Lodging.**

State employees who travel on state business may be eligible for a lodging reimbursement.

(1) For stays at a conference hotel, the state will reimburse the actual cost plus tax for both in-state and out-of-state travel. The traveler must include the conference registration brochure with the Travel Reimbursement Request, form FI 51A or FI 51B.

(2) For in-state lodging at a non-conference hotel, the state will reimburse the actual cost up to \$70 per night for single occupancy plus tax except as noted in the table below:

TABLE 5

#### Cities with Differing Rates

Blanding	\$75.00 plus tax
Bluff	\$80.00 plus tax
Brigham City	\$75.00 plus tax
Bryce Canyon City	\$75.00 plus tax
Cedar City	\$75.00 plus tax
Ephraim	\$75.00 plus tax
Farmington	\$85.00 plus tax
Fillmore	\$75.00 plus tax
Garden City	\$80.00 plus tax
Green River	\$85.00 plus tax
Kanab	\$80.00 plus tax
Layton	\$80.00 plus tax
Logan	\$80.00 plus tax
Moab	\$100.00 plus tax
Monticello	\$80.00 plus tax
Ogden	\$80.00 plus tax
Park City/Heber City/Midway	\$90.00 plus tax
Price	\$75.00 plus tax
Provo/Orem/Lehi/American Fork	
Springville	\$85.00 plus tax
Salt Lake City Metropolitan Area (Draper to Centerville), Tooele	\$100.00 plus tax
St. George/Washington/Springdale	

Hurricane	\$80.00 plus tax
Torrey	\$80.00 plus tax
Tremonton	\$90.00 plus tax
Vernal/Roosevelt/Ballard/Naples	\$95.00 plus tax
All Other Utah Cities	\$70.00 plus tax

(3) State employees traveling less than 50 miles from their home base are not entitled to lodging reimbursement. Miles are calculated from either the departure home-base or from the destination to the traveler's home-base. The traveler may leave from one home-base and return to a different home-base. For example, if the traveler leaves from their residence, then the home-base for departure calculations is their residence. If the traveler returns to where they normally work (ie. Cannon Health Building), then the home-base for arrival calculations is the Cannon Health Building.

(a) In some cases, agencies must use judgement to determine a traveler's home-base. The following are some things to consider when determining a traveler's home-base.

(i) Is the destination less than 50 miles from the traveler's home or normal work location? If the destination is less than 50 miles from either the traveler's home or from their normal work location, then generally the employee should not be reimbursed for lodging.

(ii) Is there a valid business reason for the traveler to go to the office (or to some other location) before driving to the destination?

(iii) Is the traveler required to work at the destination the next day?

(iv) Is the traveler going directly home after the trip, or is there a valid business reason for the traveler to first go to the office (or to some other location)?

(iv) Even if "it is not specifically against policy", would the lodging be considered necessary, reasonable and in the best interest of the State?

(4) When the State of Utah pays for a person from out-of-state to travel to Utah, the in-state lodging per diem rates will apply.

(5) For out-of-state travel stays at a non-conference hotel, the state will reimburse the actual cost per night plus tax, not to exceed the federal lodging rate for the location. These reservations must be made through the State Travel Office.

(6) The state will reimburse the actual cost per night plus tax for in-state or out-of-state travel stays where the department/traveler makes reservations through the State Travel Office.

(7) Lodging is reimbursed at the rates listed in Table 5 for single occupancy only. For double state employee occupancy, add \$20, for triple state employee occupancy, add \$40, for quadruple state employee occupancy, add \$60.

(8) Exceptions will be allowed for unusual circumstances when approved in writing by the Department Director or designee prior to the trip.

(a) For out-of-state travel, the approval may be on the form FI 5.

(b) Attach the written approval to the Travel Reimbursement Request, form FI 51B or FI 51D.

(9) A proper receipt for lodging accommodations must accompany each request for reimbursement.

(a) The tissue copy of the charge receipt is not acceptable.

(b) A proper receipt is a copy of the registration form generally used by motels and hotels which includes the following information: name of motel/hotel, street address, town and state, telephone number, current date, name of person/persons staying at the motel/hotel, date(s) of occupancy, amount and date paid, signature of agent, number in the party, and (single, double, triple, or quadruple occupancy).

(10) When lodging is required, travelers should stay at the lodging facility nearest to the meeting/training/work location where state lodging per diem rates are accepted in order to minimize transportation costs.

(11) Travelers may also elect to stay with friends or relatives or use their personal campers or trailer homes instead of staying in a hotel.

(a) With proof of staying overnight away from home on approved state business, the traveler will be reimbursed the following:

(i) \$25 per night with no receipts required or

(ii) Actual cost up to \$40 per night with a signed receipt from a facility such as a campground or trailer park, not from a private residence.

(12) Travelers who are on assignment away from their home base for longer than 90 days will be reimbursed as follows:

(a) First 30 days - follow regular rules for lodging and meals. Lodging receipt is required.

(b) After 30 days - \$46 per day for lodging and meals. No receipt is required.



## **CYBER LIABILITY AND EXPENSE COVERAGE**

### **THIS IS CLAIMS MADE AND REPORTED COVERAGE**

#### **1. Cyber Liability and Expense Coverage Agreement**

##### **A. Third-Party Liability**

- i. The Pool will pay those sums a Covered Person becomes legally obligated to pay as damages because of a Cyber Security Event. The Pool will have the right and duty to defend the Covered Person against any Suit seeking such damages. However, the Pool will have no duty to defend any Covered Person against any Suit seeking damages to which this coverage does not apply. The Pool may at its discretion investigate any Cyber Security Event and settle any Claim that may result.

But:

- a. The amount the Pool will pay for damages and Claim Expenses is limited as described in Section 3; and
  - b. The right and duty of the Pool to defend ends when the applicable limit of liability is exhausted in the payment of judgments or settlements, Regulatory Penalties, Claims Expenses, Extortion Expenses and Privacy Response Expenses.
- ii. This coverage applies only if:
    - a. The Cyber Security Event commenced on or after the Retroactive Date, if any, shown in the Declarations and before the end of the Coverage Period;
    - b. A Claim for damages because of the Cyber Security Event is first made against the Covered Person during the Coverage Period or any Extended Reporting Period provided under Section 7; and
    - c. The Covered Person gives written notice of the Claim to the Pool in accordance with Section 4.
  - iii. A Claim seeking damages will be deemed to have been made when notice of the Claim is received by any Covered Person or by the Pool, whichever occurs first.

##### **B. Privacy Response Expenses**

- i. The Pool will pay for Privacy Response Expenses incurred by the Named Member in connection with a Cyber Security Event that results in the actual or

reasonably suspected theft, loss or unauthorized disclosure of or access to Personal Information.

But: The amount the Pool will pay for Privacy Response Expenses is limited as described in Section 3.

- ii. This coverage applies only if:
  - a. The Cyber Security Event commenced on or after the Retroactive Date, if any, shown in the Declarations and before the end of the Coverage Period; and
  - b. The Named Member gives written notice of the Cyber Security Event to the Pool in accordance with Section 4.

**C. Regulatory Proceedings and Penalties**

- i. The Pool will pay for Regulatory Penalties the Covered Person becomes legally obligated to pay as a result of a Regulatory Proceeding resulting from a Cyber Security Event. The Pool will have the right and duty to defend the Covered Person against any Regulatory Proceeding to which this coverage applies. The Pool may at its discretion investigate any Cyber Security Event and settle any Claim that may result.

But:

- a. The amount the Pool will pay for Regulatory Penalties and Claim Expenses resulting from a Regulatory Proceeding is limited as described in Section 3; and
  - b. The right and duty of the Pool to defend a Regulatory Proceeding ends when the applicable limit of liability is exhausted.
- ii. This coverage applies only if:
    - a. The Cyber Security Event commenced on or after the Retroactive Date, if any, shown in the Declarations and before the end of the Coverage Period;
    - b. A Regulatory Proceeding because of the Cyber Security Event is initiated against the Covered Person during the Coverage Period or any Extended Reporting Period Provided under Section 7; and
    - c. The Covered Person gives written notice of the Regulatory Proceeding to the Pool in accordance with Section 4.

- iii. A Regulatory Proceeding will be deemed to have been initiated when notice of the Regulatory Proceeding is received by any Covered Person or by the Pool, whichever occurs first.

#### **D. Extortion Expenses**

- i. The Pool will pay for Extortion Expenses the Covered Person becomes legally obligated to pay as a result of a Cyber Security Event. The Pool will have the right and duty to defend the Covered Person against any Extortion Expenses to which this coverage applies. The Pool may at its discretion investigate any Cyber Security Event and settle any Claim that may result.

But:

- a. The amount the Pool will pay for Extortion Expenses is limited as described in Section 3; and
- b. The right and duty of the Pool to defend Extortion Expenses ends when the applicable limit of liability is exhausted.
- ii. This coverage applies only if:
  - a. The Cyber Security Event commenced on or after the Retroactive Date, if any, shown in the Declarations and before the end of the Coverage Period;
  - b. An Extortion Expense because of the Cyber Security Event is initiated against the Covered Person during the Coverage Period or any Extended Reporting Period Provided under Section 7; and
  - c. The Covered Person gives written notice of the Extortion Expense to the Pool in accordance with Section 4.
- iii. An Extortion Expense will be deemed to have been initiated when notice of the Extortion Expense is received by any Covered Person or by the Pool, whichever occurs first.

#### **2. Deductible**

For each Cyber Security Event, the Pool will pay only such amounts as are in excess of the deductible amount shown in the Declarations.

#### **3. Limits of Liability**

- A. The limits of liability stated below establish the most the Pool will pay regardless of the number of Cyber Security Events, Covered Persons, Claims made, Suits or

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Regulatory Proceedings brought or individuals or entities making Claims or bringing Suits or Regulatory Proceedings.

- B. The following general aggregate limit applies: The Pool will pay no more than \$1,000,000, less applicable deductible amounts, for the sum of the following:
- i. All damages and Claim Expenses covered under Section 1.A;
  - ii. All Privacy Response Expenses covered under Section 1.B; and
  - iii. All Regulatory Penalties and Claim Expenses covered under Section 1.C.
- C. The following per Cyber Security Event limit applies: Subject to the general aggregate limit specified in Section 3.B, for any one Cyber Security Event, the Pool will pay no more than \$1,000,000, less the applicable deductible amount, for the sum of the following:
- i. All damages and Claim Expenses covered under Section 1.A;
  - ii. All Privacy Response Expenses covered under Section 1.B; and
  - iii. All Regulatory Penalties and Claim Expenses covered under Section 1.C.

This Cyber Security Event limit is within the general aggregate limit specified in Section 3.B. and does not add to that limit.

- D. The following sublimit applies: Subject to the general aggregate and per Cyber Security Event limits specified in Sections 3.B and 3.C, the Pool will pay no more than ~~\$250~~500,000 in aggregate, less applicable deductible amounts, for all Privacy Response Expenses covered under Section 1.B. This sublimit is within the general aggregate and per Cyber Security Event limits set forth in Sections 3.B and 3.C. and does not add to those limits.
- E. The following sublimits apply:
- i. Subject to the general aggregate and per Cyber Security Event limits specified in Sections 3.B and 3.C, the Pool will pay no more than ~~\$250~~500,000 in aggregate, less applicable deductible amounts, for all Regulatory Penalties and related Claim Expenses covered under Section 1.C.
  - ii. Subject to the general aggregate and per Cyber Security Event limits specified in Sections 3.B and 3.C, the Pool will pay no more than ~~\$10~~50,000 for all Claim Extortion Expenses covered under Section 1.~~C~~D.

These sublimits are within the general aggregate and per Cyber Security Event limits set forth in Sections 3.B and 3.C. and do not add to those limits.

#### 4. Notice to the Pool

- A. As a condition precedent to the obligations of the Pool under this coverage, the Covered Person must give written notice to the Pool of any Claim made against the Covered Person as soon as practicable, but in no event later than the end of the Coverage Period or any Extended Reporting Period provided under Section 7.
- B. If during the Coverage Period, any Covered Person becomes aware of a Cyber Security Event that may reasonably be expected to give rise to a Claim against any Covered Person or Privacy Response Expenses, the Covered Person must give written notice to the Pool of such Cyber Security Event as soon as practicable, but in no event later than the end of the Coverage Period or any Extended Reporting Period provided under Section 7. Notice must include:
  - i. A specific description of the Cyber Security Event, including all relevant dates;
  - ii. The names of persons involved in the Cyber Security Event, including names of potential claimants and a specific description of any Personal Information actually or reasonably suspected to have been subject to theft, loss or unauthorized access or disclosure;
  - iii. The specific reasons for anticipating that a Claim may result from such Cyber Security Event;
  - iv. The specific nature of the alleged or potential damages arising from such Cyber Security Event; and
  - v. The specific circumstances by which the Covered Person first became aware of the Cyber Security Event.

Any Claim subsequently made against any Covered Person arising out of such Cyber Security Event shall be deemed to be a Claim made during the Coverage Period in which the Cyber Security Event was first reported to the Pool.

#### 5. Exclusions

The following exclusions apply to this coverage in addition to all exclusions that apply to the Public Officials Liability coverage provided under this Coverage Document.

This coverage does not apply to any Claim, Suit, Regulatory Proceeding, damages, Regulatory Penalties, Claim Expenses, Extortion Expenses, or Privacy Response Expenses:

- A. For, arising out of, or resulting from Bodily Injury or Property Damage;



- B. For, arising out of, or resulting from any contractual liability or obligation, or arising out of or resulting from breach of contract or agreement either oral or written; provided, however, that this exclusion shall not apply to the extent the Covered Person would have been liable in the absence of such contract or agreement;
- C. For, arising out of, or resulting from any actual or alleged antitrust violation, restraint of trade, unfair competition, or false or deceptive or misleading advertising or violation of the Sherman Anti-Trust Act, the Clayton Act, or the Robinson-Patman Act, as amended;
- D. For, arising out of or resulting from any actual or alleged false, deceptive or unfair trade practices; however, this exclusion does not apply to any Claim or loss covered under this endorsement that results from a theft, loss or unauthorized disclosure of or access to Personal Information;
- E. For, arising out of or resulting from:
  - i. the actual or alleged unlawful collection or acquisition of Personal Information by or on behalf of the Covered Person; or the failure to comply with a legal requirement to provide individuals with the ability to assent to or withhold assent (*i.e.*, opt-in or opt-out) from the collection, disclosure or use of Personal Information; or
  - ii. the distribution of unsolicited email, direct mail, or facsimiles, wiretapping, audio or video recording, or telemarketing, if such distribution, wiretapping, recording or telemarketing is done by or on behalf of the Covered Person;
- F. For, arising out of or resulting from any of the following conduct by a Covered Person:
  - i. any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as the Racketeer Influenced and Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder or any similar federal law or law of any state, locality or foreign government, whether such law is statutory, regulatory or common law;
  - ii. any actual or alleged violation of any securities law, regulation or legislation, including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, any state blue sky or securities law, any other federal securities law or legislation, or any other similar law or legislation of any state, locality or foreign government, or any amendment to such laws, or any violation of any order, ruling or regulation issued pursuant to such laws;
  - iii. any actual or alleged violation of the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment and Retraining Act of

1988, the Certified Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970, the Employee Retirement Security Act of 1974 or any similar law or legislation of any state, locality or foreign government, or any amendment to such laws, or any violation of any order, ruling or regulation issued pursuant to such laws; or

- iv. any actual or alleged discrimination of any kind including but not limited to age, color, race, sex, creed, national origin, marital status, sexual preference, disability or pregnancy;
- G. For, arising out of, or resulting from any criminal, dishonest, fraudulent, or malicious act, error or omission, any intentional security breach, or any intentional or knowing violation of the law committed by any Covered Person; provided, however, this exclusion shall not apply unless there is a final adjudication of such conduct, an admission of such conduct by the Covered Person, or in a criminal proceeding a plea of guilty, *nolo contendere*, no contest or any similar plea by the Covered Person;
- H. For, arising out of or resulting from any actual or alleged:
  - i. infringement of patent or patent rights or misuse or abuse of patent; or
  - ii. infringement of copyright arising from or related to software code or software products; or
  - iii. use or misappropriation of any ideas or trade secrets by a Covered Person or on behalf of, or in collusion with a Covered Person;
- I. Arising out of or resulting from any of the following:
  - i. trading losses, trading liabilities or change in value of accounts;
  - ii. any loss of monies, securities or tangible property of others in the care, custody or control of the Covered Person;
  - iii. the monetary value of any electronic fund transfers or transactions by or on behalf of the Covered Person that is lost, diminished, or damaged during transfer from, to or between accounts; or
  - iv. the value of coupons, price discounts, prizes awards, or any other valuable consideration given in excess of the total contracted or expected amount that is lost, diminished or damaged;
- J. For damage to, destruction of, corruption of, or any loss of use by any Covered Person of any Computer System or data, including without limitation any costs or expenses to the Covered Person to repair or replace any Computer System or data;

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- K. ~~For, arising out of or resulting from any threat, extortion or blackmail including but not limited to ransom payments.~~

## 6. Definitions

The following definitions apply to this coverage:

**“Bodily Injury”** means physical injury, sickness or disease sustained by any person, including death resulting from these at any time. Bodily Injury also means mental illness, mental anguish or emotional distress, pain or suffering or shock sustained by any person, whether or not resulting from physical injury, sickness, disease or death of any person.

**“Claim”** means any demand, Suit for damages or Regulatory Proceeding resulting from a Cyber Security Event. All Claims because of a single Cyber Security Event will be deemed to be a single Claim and to have been made at the time the first such Claim is made against any Covered Person, regardless of the number of individuals or entities making such Claims or the time period over which such Claims are made, even if subsequent Claims are made after the Coverage Period or any Extended Reporting Period provided under Section 7.

**“Claim Expenses”** means

- a. Reasonable and necessary fees charged by attorneys designated by the Pool or designated by the Covered Person with the Pool’s prior consent to assist with the investigation, adjustment, negotiation, arbitration, defense or appeal of a Claim;
- b. All other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, negotiation, arbitration, defense or appeal of a Claim and incurred by the Pool or by the Covered Person with the Pool’s prior consent; and
- c. Premiums on appeal bonds, attachment bonds or similar bonds; however, the Pool is not obligated to apply for or furnish any such bond;

Provided, however, Claim Expenses do not include:

- a. any internal salary, administrative, overhead or other related expenses of any Covered Person or any charges by a Covered Person for time spent cooperating with the investigation and defense of any Claim; or
- b. Privacy Response Expenses.

**“Computer System”** means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

- a. operated by and either owned by or leased to the Named Member; or

- b. operated by a third party service provider and used to provide hosted computer application services to the Named Member or for processing, maintaining, hosting or storing the Named Member's electronic data pursuant to a written contract with the Named Member for such services.

**"Cyber Security Event"** means:

- a. the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic Personal Information in the care, custody or control of the Named Member or for which the Named Member is legally responsible; or
- b. a violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

Any Cyber Security Event that is continuous or part of a series of repeated or related Cyber Security Events will be considered to be a single Cyber Security Event and will be considered to have commenced when the first such Cyber Security Event commenced regardless of:

- a. The number of individuals or entities engaged in such Cyber Security Events;
- b. The number of individuals or entities affected by such Cyber Security Events;
- c. The number of locations where such Cyber Security Events occurred; or
- d. The number of such Cyber Security Events occurring or period of time over which they occur, even if subsequent Cyber Security Events take place after the Coverage Period.

**"Extortion Expense"** means any reasonable and necessary costs incurred by the Named Member arising out of or resulting from any threat, extortion, or blackmail including but not limited to ransom payments.

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**"Personal Information"** means an individual's name in combination with one or more of the following:

- a. information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;
- b. medical or health care information concerning the individual, including without limitation "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;

- c. the individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or
- d. other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Covered Person or any local, state, federal or foreign governmental entity.

**"Privacy Response Expenses"** means the following reasonable and necessary costs incurred by the Named Member within one year of the discovery of a Cyber Security Event that results in the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic Personal Information in the care, custody or control of the Named Member or for which the Named Member is legally responsible:

- a. For the services of a computer security expert designated by the Pool to determine the scope and cause of a Cyber Security Event and the extent to which Personal Information was disclosed to or accessed by unauthorized persons;
- b. For the services of consultants or attorneys designated by the Pool to determine the Named Member's obligations, if any, under applicable law to give notice to affected individuals;
- c. To notify affected individuals if required by applicable law or if the Member voluntarily elects to give such notice, and for the services of a contractor designated by the Pool to assist with providing such notice and responding to questions and concerns raised by individuals who are notified;
- d. For the services of a contractor designated by the Pool to provide identity theft protection services to affected individuals if the Named Member elects to provide such services; and
- e. For the services of a public relations consultant designated by the Pool to avert or mitigate damage to the Named Member's reputation as a result of the Cyber Security Event;

Provided, however, Privacy Response Expenses do not include:

- a. any internal salary, administrative, overhead or other related expenses of any Covered Person or any charges by a Covered Person for time spent cooperating with the investigation and response to any Cyber Security Event; or
- b. Claim Expenses.



**“Property Damage”** means physical injury to tangible property, including all resulting loss of use or loss of use of tangible property that is not physically injured. For purposes of this definition tangible property does not include information or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, compact disks, tapes, drives, cells, data processing devices or any other media that are used with electronically controlled equipment.

**“Regulatory Penalties”** means any civil fine or civil monetary penalty imposed in a Regulatory Proceeding payable by a Covered Person to the governmental entity bringing the Regulatory Proceeding and any sum of money that a Covered Person is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a Regulatory Proceeding.

**“Regulatory Proceeding”** means a request for information, civil investigative demand, Suit, civil investigation or civil proceeding commenced by or on behalf any local, state, federal or foreign governmental entity in the entity’s regulatory or official capacity.

**“Suit”** means a civil proceeding arising out of a Cyber Security Event and includes an arbitration proceeding or other alternative dispute resolution proceeding and to which the Covered Person must submit or does submit with the consent of the Pool.

## **7. Extended Reporting Periods**

### **A. Applicability**

This section applies solely to the coverage provided under Section 1, but no Automatic or Optional Extended Reporting Period will be provided if the Pool (i) cancels such coverage for non-payment of premium, (ii) cancels or rescinds such coverage for material misrepresentation or fraud or (iii) cancels or rescinds such coverage for violation by the Named Member of the charter, bylaws or other rules governing the conduct of members of the Pool.

### **B. Automatic Extended Reporting Period**

- i. Subject to Section 7.A, if the Named Member or the Pool cancels or nonrenews the coverage provided under Section 1, the Named Member will have the right to an Automatic Extended Reporting Period of sixty (60) days, which will commence on the effective date of such cancellation or nonrenewal. During the Automatic Extended Reporting Period, a Covered Person may give notice to the Pool of any Cyber Security Event that commenced on or after the Retroactive Date, if any, shown in the Declarations and before the effective date of the cancellation or nonrenewal and for which a Claim was first made against the Covered Person during the Coverage Period or the Automatic Extended Reporting Period. Such notice must be given in accordance with Section 4.

- ii. The Automatic Extended Reporting Period will not apply where an Optional Extended Reporting Period has been purchased or to Claims that are covered under any subsequent insurance a Covered Person purchases or that is purchased for a Covered Person's benefit, or that would be covered by any such subsequent insurance but for the exhaustion of the amount of insurance applicable to the Claims or any applicable retention amount.

#### **C. Optional Extended Reporting Period**

- i. Subject to Section 7.A, if the Named Member or the Pool cancels or nonrenews the coverage provided under Section 1, the Named Member will have the right to purchase an Optional Extended Reporting Period of up to three (3) years, which will commence on the effective date of such cancellation or nonrenewal. During the Optional Extended Reporting Period, a Covered Person may give notice to the Pool of any Cyber Security Event that commenced on or after the Retroactive Date, if any, shown in the Declarations and before the effective date of the cancellation or nonrenewal and for which a Claim was first made against the Covered Person during the Coverage Period or the Optional Extended Reporting Period. Such notice must be given in accordance with Section 4.
- ii. The Named Member may purchase an Optional Extended Reporting Period for payment of an additional premium amount of:
  - a. one hundred percent (100%) of the full annual premium, for a period of one (1) year;
  - b. one hundred and seventy-five percent (175%) of the full annual premium, for a period of two (2) years, or
  - c. two hundred percent (200%) of the full annual premium, for a period of three (3) years.

As used herein, "full annual premium" means the annual premium amount charged for the coverage provided in Section 1 plus any premium charged for additional coverage added by endorsement to the coverage provided in Section 1.

- iii. The right to purchase an Optional Extended Reporting Period will terminate unless written notice of election, together with any additional premium due, is received by the Pool no later than thirty (30) days after the effective date of the cancellation or nonrenewal of the coverage provided in Section 1.

#### **D. Conditions Applicable to Extended Reporting Periods**

- i. Once in effect, the Automatic or Optional Extended Reporting Period cannot be canceled or rescinded, except by the Pool for material misrepresentation, fraud or violation by the Named Member of the charter, bylaws or other rules governing

the conduct of members of the Pool. Any premium charged for an Optional Extended Reporting Period will be fully earned and nonrefundable at inception of the Optional Extended Reporting Period.

- ii. The Automatic or Optional Extended Reporting Period does not reinstate or increase the limits of coverage described in Section 3.





## **MEMORANDUM**

**To: UCIP Education Committee**

**From: Johnnie Miller**

**Date: February 19, 2016**

**Re: Committee Action Plan**

To date, the Committee has been formed and some information has been provided to assist them with educating members on the benefits of UCIP membership. I am recommending the following activities to provide additional structure and direction for the Committee to effectively carry out its purpose:

1. Appoint a Chair to the Committee to preside over meetings and coordinate with staff on activities of the Committee.
2. Develop a general plan to assist UCIP staff with educating potential new members, retuning members and current members of the benefits of UCIP membership. That plan should include:
  - a. Strategy to reach out to potential new members who have not had prior experience with UCIP;
  - b. Strategy to reach out to former UCIP members regarding returning to UCIP membership;
  - c. Strategy in response to current UCIP members that indicate they are “going out to bid” or provide notice of their intent to terminate membership;
  - d. Strategy to continuously promote the benefits of UCIP membership among members, potential members and other parties of interest including the Governor’s Office, legislators, State departments...
3. Identify specific contacts to be made with potential new members, and current members in need of additional education about UCIP membership.



Current members in need of additional education include:

- Emery County (has indicated they will be going out to bid)
- TriCounty Health Department (has given notice of termination)
- Wasatch County (regarding membership in the UCIP WCF program)

Potential new members that should be included in a plan include:

- AOG's
- Entities currently covered as County Controlled Entities
- Special Service Districts
- Summit County

Former members that should be included in a plan include:

- Bear River Health District
- Cache County
- Carbon County
- Grand County
- Tooele County
- Utah County

Hopefully this information provides you with some ideas to develop specific action plans with staff to solidify membership of counties and county related entities in the UCIP programs.

JRM/jrm

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**UTAH COUNTIES INDEMNITY POOL**

5397 S Vine Street, Murray, UT 84107  
Phone (801)565-8500 ☎ Fax (801)568-0495 ☎ [www.ucip.utah.gov](http://www.ucip.utah.gov)

## ***Education Update***

### **Coordination with UAC**

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In the past, UCIP has hosted several workshops throughout the year to provide position specific training. This year, Utah Counties Indemnity Pool and Utah Association of Counties have teamed up to include some of the UCIP workshops with the UAC Management Conference. This will allow us to place a greater emphasis on how elected officials and departmental leaders can better manage counties. We believe this new focus will spawn better unity and new ideas as county officials from different offices are invited to participate more together than they have in the past. Here is an overview of the general outline:

- *Tuesday, April 12:* Training programs to be geared toward facility management personnel in the morning from 8am-noon and risk coordinators in the afternoon from noon-5 pm. Registration is open for both the Facility Management Workshop and Risk Coordinators Workshop.

#### ***-UAC MANAGEMENT CONFERENCE-***

- *Wednesday, April 13:* Breakfast and Exhibitor Time; UAC General Session (including keynote speaker); 3 tracks ,with 5 to 6 breakout sessions each, in the areas of Planning and Development, Personnel, and Finance Administration (adjourn at 5 pm)
- *Thursday, April 14:* Breakfast and Exhibitor Time; General Discussion Topics; and Affiliate Breakout Sessions (adjourn at 5 pm)
- *Friday, April 15:* Breakfast; Affiliate Breakout Sessions (adjourn at Noon)

### **UCIP Online Training Program**

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Starting January 1<sup>st</sup>, 2016, UCIP introduced the new Online Training Program to its members. Sourced through LocalGovU, this program allows counties to access a variety of valuable training sessions from any device with an internet connection. Included are courses for IT, Health & Wellness, Human Resources, Financial Management, and more. Each course module is timed for one short session, usually 25-35 minutes in length and most course modules will have a quiz at the end. The Risk Coordinator for each county acts as the account manager and has been provided a username and password for access. The courses will be available for employees to access once they have been added into the system as a user by the administrator. For the time being, UCIP member counties will be able to access a limited number of courses for free; additional courses will also be offered at a discounted rate to members. Johnnie Miller will continue to coordinate with Adam Trupp as UCIP looks to expand and refine this service.

## Other Education Opportunities

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There are many other education opportunities that continue to be made available to each of UCIP's members. These include:

- *Risk Awareness Program (RAP)*: One way a county and a county related entity can develop sound risk management practices, is by implementing a risk management program that provides avenues of communication between department heads and all employees in an organization. The RAP was developed as a useful tool to educate every employee on potential exposures to losses of all kinds. The training program targets identifiable loss trends and potentially catastrophic exposures. The RAP consists of a 50 topic training regimen wherein each employee receives approximately 30 minutes of risk management training each week.
- *Workers Compensation Fund (WCF)*: Not only does WCF help to cover the costs associated with a claim, but they can also help you find solutions to protect your employees. They offer several safety and health resources for counties and their employees. WCF offers these services through a variety of learning activities and on-site safety and health support. These include on-site consultation, training seminars at different locations around Utah, and safety tool kits.
- *Utah Safety Council (USC)*: When it comes to safety compliance and prevention, USC helps you meet that responsibility by saving time, money and lives through accident prevention. An annual membership costs \$300 and is provided free to UCIP members. Their expansive online library of customizable resources address a wide array of safety topics information such as sample policies and checklists, the latest safety and health news, fact sheets for you meetings, and more.

Events for the WCF and USC are listed on UCIP online calendar. All of the trainings are offered free or at a discount with UCIP membership. Be sure to utilize these resources as much as possible.

## Defensive Driving Course Options



Membership with the Utah Safety Council through UCIP allows for a defensive driving course through the USC at reduced cost. The National Safety Council's Defensive Driving program offers practical strategies to reduce collision-related injuries and fatalities. Most importantly, DDC shows students the consequences of the choices they make behind the wheel, and puts defensive driving in a personal context. No other driver training program has a higher rate of success in reducing the severity and frequency of collisions for its participants than the National Safety Council's Defensive Driving Course. Offered locally through the Utah Safety Council, attendees can receive up to 50 points off of their Utah driving record after completing the course. This course also qualifies for the Approaching Emergency Vehicles, required live course.

4 hour course with point reduction available at <http://www.utahsafetycouncil.org/>

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The attendance fee for this course is reduced for UCIP members. The Workers Compensation Fund teaches the National Safety Council's DDC 4 course, which provides key understanding, skills and techniques to avoid collisions, reduce traffic violations and change driver behaviors and attitudes. Participants will acquire the basic knowledge and techniques to recognize potential hazards and avoid collisions and violation. Students will learn coping techniques for dealing with speeding, distracted driving, impaired driving, and hazardous traffic conditions and more. The result will be a more responsible driver who understands best practices to prevent injury and death while driving a motor vehicle.

WCF Defensive Driving Basics video is available on-line at no cost. This is a new course developed by safety experts at WCF. It will teach awareness and driving skills that will assist drivers in making safe driving decisions. This course does not give points off on attendees' driving records, but it may save lives.

Contact Doug Love to schedule set up regional training at [dlove@wcf.com](mailto:dlove@wcf.com), or Watch the 1.5 hour long video available at <https://www.wcf.com/>

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The UCIP Online Training Program is full of courses that have been created with adult learning styles in mind, and each course module is timed for one short session, usually 25-35 minutes in length. As a UCIP member, you have access to a wide variety of training specifically produced for local government employees, which can be completed anytime and anywhere there is internet access. Training and education are critical to successful risk management. The UCIP Online Training course for Defensive Driving Basics and Advanced Defensive Driving Techniques are offered free of charge, but will use course licenses allotted to your county.

30 minute online courses available at <http://www.poweredbyu.com/products/learn/?t=ucip>





## **ASSOCIATION of GOVERNMENTAL RISK POOLS**

# Governance & Leadership Conference

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Transportation Nashville Airport to Gaylord Opryland Hotel: **Prepaid Shuttle**

### **Sunday, Mar 6**

**5:00 - 7:00 pm**

Welcome Reception,  
Best Boots and Best Hat Competition with Live Band Brassfield Aly

**7:00 - 9:00 pm**

County Reinsurance Client Appreciation Dinner at Ravello

### **Monday, Mar 7**

**7:30 am - 4:45 pm**

Conference Breakfast, General Session, Concurrent Sessions

**6:30-10:30 pm**

Gallagher Client Appreciation Dinner at Acme Feed & Seed, Music & Dancing

### **Tuesday, Mar 8**

**7:30 am - 4:45 pm**

Conference Breakfast, General Session, Concurrent Sessions

**6:00-9:00 pm**

Grand Ole Opry at the Grand Ole Opry House

### **Wednesday, Mar 9**

**7:30 am - 12:30 pm**

Conference Breakfast, General Session

Transportation Gaylord Opryland Hotel to Nashville Airport: **Prepaid Shuttle**



Sonya White

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**From:** MacRay A. Curtis <mcurtis@wsrp.com>  
**Sent:** Monday, April 04, 2016 2:29 PM  
**To:** Sonya White; Nick Suvorov  
**Cc:** Johnnie Miller  
**Subject:** RE: UCIP Draft Financial Statements 2015

Thank you, Sonya. Nick is planning on attending the Board meeting. I will be in Orlando that day.

Mac

**From:** Sonya White [<mailto:sonya@ucip.utah.gov>]  
**Sent:** Monday, April 04, 2016 1:58 PM  
**To:** Nick Suvorov <[nsuvorov@wsrp.com](mailto:nsuvorov@wsrp.com)>; MacRay A. Curtis <[mcurtis@wsrp.com](mailto:mcurtis@wsrp.com)>  
**Cc:** Johnnie Miller <[jmiller@ucip.utah.gov](mailto:jmiller@ucip.utah.gov)>  
**Subject:** UCIP Draft Financial Statements 2015  
**Importance:** High

Hi Nick,

I have attached the draft financials and notes for WSRP's review. Please let me know if you and Mac find any issues for discussion/change.

We are working on the Management Discussion and Analysis that is why I haven't put page numbers on the document.

Our next Board meeting is on April 21. It would be great if we could have a draft to them by then.

Thank you and I look forward to hearing from you.

Sonya White, Chief Financial Officer  
**UTAH COUNTIES INDEMNITY POOL**  
5397 S Vine Street | Murray, UT 84107-6757  
801-307-2113 d | 801-558-8060 c | 435-608-4531 f

## UTAH COUNTIES

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